



**REQUEST FOR QUALIFICATIONS**

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**REQUEST FOR  
QUALIFICATIONS (RFQ)  
ETHERNET INTERNET CONNECTION  
INCLUDING LOCAL LOOP SERVICES**

**RFQ Number:  
2016-17-3130-36-004**

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**ADDITIONAL INFORMATION & CLARIFICATION DEADLINE**

**MARCH 20, 2017 @ 10:00 AM**

**RESPONSE SUBMISSION DATE AND TIME**

**MARCH 27, 2017 @ 10:00 AM**

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AT

CITY OF HIALEAH  
OFFICE OF THE CITY CLERK  
CITY HALL, 3<sup>RD</sup> FLOOR  
501 PALM AVENUE  
HIALEAH, FL 33010 - 4719

Each Proponent is solely responsible for ensuring that its response to this Solicitation is received by the Office of the City Clerk on or before the applicable deadline. The City of Hialeah will not be responsible for delays caused by the United States Postal Service or any other occurrence.

Copies of this RFQ Document may be obtained by contacting Luis Suarez, the Purchasing Manager of the Purchasing Department, at [lasuarez@hialeahfl.gov](mailto:lasuarez@hialeahfl.gov).



The City of Hialeah, Florida (the "City"), is hereby soliciting Qualifications from all Qualified Proponents to furnish ethernet internet connection including local loop services and regular and systematic upgrades, labor, materials, tools, services and supplies necessary to service and maintain the ethernet internet connection including local loop services at an all-inclusive cost. The City seeks Qualifications for a three year contract beginning with a first year with an option to renew for two (2) consecutive years at the same price for ethernet internet connection including local loop services at its libraries throughout the City. The City seeks a single supplier to deliver and support the six libraries with ethernet internet connection including local loop services with a minimum bandwidth at 100 Mbps upload and 100 Mbps download of unlimited internet access for its JFK library (main library) and of 50 Mbps for its five branch libraries. For the purposes of this RFQ, a Qualified Proponent means a person, company, entity or organization that submits a Statement of Qualifications (Form A-8) to the City and is deemed qualified by the City pursuant to the requirements set forth in this RFQ. Any Qualified Proponent wishing to submit a Proposal shall comply with the requirements contained in this Request for Qualifications ("RFQ" or "Solicitation") in Hialeah (RFQ Number: 2016-17-3130-36-004).

Each Proposal shall be submitted in a sealed envelope. The outside of each sealed envelope must clearly indicate the name and number of this RFQ (ETHERNET INTERNET CONNECTION INCLUDING LOCAL LOOP SERVICES; RFQ Number: 2016-17-3130-36-004); the Proponent's name and address; and the name and telephone number of the Proponent's contact person.

Each Proposal shall be delivered to the City no later than the date and time specified below. Qualifications received after said date and time will not be considered and no time extensions will be granted. Each Proposal shall be delivered to the City of Hialeah, Office of the City Clerk, Hialeah City Hall, 3<sup>rd</sup> floor, 501 Palm Avenue, Hialeah, FL 33010.

**The City's schedule for this Solicitation is as follows:**

Event	Date	Time
Advertisement Date:	February 27, 2017	
Last Date for Receipt of Written Questions:	March 20, 2017	10:00 am
Deadline for Submittal of Qualifications *:	March 27, 2017	10:00 am
Evaluation of Qualifications:	March 27-31, 2017	
City Council RFQ selection meeting Date:	TBA	

*(The City reserves the right to delay or modify scheduled dates and will notify Proponents of all changes in scheduled dates.) \*Irrevocable and cannot be withdrawn for 180 days from submittal. Copies of this Solicitation may be obtained from the Purchasing Department. Proposal Opening follows the Deadline for Submittal of Qualifications.*

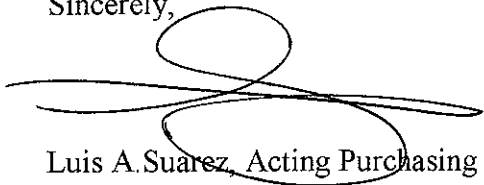
## **ACCEPTANCE AND REJECTION OF QUALIFICATIONS**

The City reserves its right to: reject any or all Qualifications, with or without cause; waive minor irregularities with regard to the RFQ requirements and the Qualifications received; and award the City's contract to the Proponent that is deemed to be responsible, responsive, and providing the best overall value to the City. An award related to this request for Qualifications is subject to approval for funding through E-Rate process. <https://usac.org/sl/service-providers/step05/default.aspx> .In the event it is E-Rate funded, the City of Hialeah reserves the right to modify the scope of the project or cancel the project.

Please be advised that this Solicitation is issued subject to the City of Hialeah's Code of Ordinances. Communications with the Mayor, City Council, and City Staff are restricted, as specified in Sections 5.4 and 5.17 of this Solicitation.

We look forward to your active participation in this Solicitation.

Sincerely,

A handwritten signature in black ink, appearing to read 'Luis A. Suarez', with a large, stylized flourish extending from the end of the signature.

Luis A. Suarez, Acting Purchasing Manager

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**SECTION 1.0**  
**BACKGROUND AND GENERAL CONDITIONS**

**1.1 DEFINITIONS**

Capitalized words and phrases in this RFQ are defined in this Section 1.1 and in the Agreement that is contained in Section 6, below. In addition, the following terms, phrases, words and their derivations shall have the meaning given herein:

**'Agreement'** means the "Ethernet internet connection including local loop services maintenance agreement", including all of the exhibits and amendments thereto.

**'Award'** means the acceptance of a Proposal or offer by the City Council of the City of Hialeah.

**'Proposal'** means the submittal to the City by a Proponent to this RFQ or Solicitation.

**'Successful Proponent'** means the Proponent that receives an award of the Agreement from the City as a result of this Request for Qualifications.

**'Proponent'** means the person, company, entity or organization submitting a Proposal in response to this Request for Qualifications.

**'City'** means, depending on the context, either (a) the geographic area contained within the municipal boundaries of the City of Hialeah, Florida or (b) the government of the City, acting through the City council or its designees.

**'Solicitation'** means this Request for Qualifications.

**'Work', 'Services', 'Program', 'Project', or 'Engagement'** mean all matters and things that are required to be done by the Successful Proponent in accordance with the Scope of Services or work and all terms and conditions of this Request for Qualifications, and the Agreement.

**1.2 INTRODUCTION:** The City of Hialeah ("City") has issued this Request for Qualifications (RFQ) or Solicitation for a three (3) year ethernet internet connection including local loop services agreement beginning with a first year and with an option for two (2) consecutive years at the same price to furnish ethernet internet connection including local loop services using the libraries existing network hardware, software and fittings, including reasonably expected upgrades, and all labor, materials, tools, supplies, parts, components and equipment necessary to provide the regular and systematic ethernet internet connection including local loop services at the lowest price, as specified herein, from a Proponent that will give prompt, efficient and quality service while fully complying with the terms, conditions and specifications of this Solicitation. The Proponent must have the capacity to service efficiently and expeditiously each of the libraries on an as needed when needed basis. The City's principal goal is to decrease costs while increasing overall productivity by upgrading equipment and capabilities.

Four goals established for this RFQ include:

1. High quality, high performance HPL ISP services.
2. Reliable service with little downtime.
3. Full compatibility at peak efficiency.
4. Integration with existing network hardware, software and fittings.

The City seeks ethernet internet connection including local loop services with a minimum bandwidth at 100 Mbps upload and 100 Mbps download of unlimited internet access at the JFK library, and of 50 Mbps for its five branch libraries. The City seeks an all-inclusive yearly price from the Proponent to provide the foregoing, and all upgrades, labor, materials, tools, supplies, parts, components and equipment necessary to provide regular and systematic maintenance. Proponent shall incur any costs and there shall be no cost to the City upon termination of the parties' relationship, when the network or components are returned. Any component or if the network breaks, that is, is inoperable three times within each yearly term of the contract in § 6 of this RFQ shall be replaced at no cost to the City with new, not refurbished. Service calls from the City to the Proponent before noon shall be addressed the same day, and service calls in the evening addressed the following day.

The six libraries to be serviced are as follows:

John F. Kennedy Memorial Library, 190 West 49<sup>th</sup> Street, Hialeah, FL 33012

North Hialeah e-Library, 7400 West 10<sup>th</sup> Avenue, Hialeah, FL 33014

West Hialeah e-Library, 7400 West 24<sup>th</sup> Avenue, Hialeah, FL 33016

Curtiss e-Library, 501 East 4<sup>th</sup> Avenue, Hialeah, FL 33010

Wilde e-Library, 1701 West 53<sup>rd</sup> Terrace, Hialeah, FL 33012

Walker e-Library, 800 West 29<sup>th</sup> Street, Hialeah, FL 33012

This RFQ provides interested Proponents with the information concerning the procedures that will be used to select the successful Proponent. Each Proponent shall review this Solicitation carefully, and submission of a Proposal implies full understanding of this RFQ and the terms and conditions of the Agreement. Misunderstandings shall not relieve the Proponent from performance. The terms and conditions contained in this RFQ shall govern the City's competitive procurement process under this Solicitation. **The City will reject any Proposal that is conditional, or subject to exceptions or qualifications, or based on alternate provisions of proposal.** Proponents may physically inspect the facilities described herein before submitting a Proposal. **Proponents shall**

contact Luis Suarez by email at [lasuarez@hialeahfl.gov](mailto:lasuarez@hialeahfl.gov) to schedule an inspection.

- 1.3 SOLICITATION TIMETABLE:** The following timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable, as the City deems necessary, during the course of this Solicitation process.

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*(The City reserves the right to delay or modify scheduled dates and will notify Proponents of all changes in scheduled dates.) \*Irrevocable and cannot be withdrawn for 180 days from submittal. Copies of this Solicitation may be obtained from the Purchasing Department. Proposal Opening follows the Deadline for Submittal of Qualifications.*

- 1.4 PROPOSAL CLARIFICATIONS AND INQUIRIES:** Any questions, suggestions, or clarifications concerning this Solicitation shall be submitted in writing by mail, facsimile, or e-mail to Mr. Luis A. Suarez, the City's Acting Purchasing Manager, at 501 Palm Avenue (4<sup>th</sup> Floor), Hialeah, Florida 33010. Facsimile transmissions shall be directed to Mr. Suarez at (305) 883-5857; E-mails shall be directed to [lasuarez@hialeahfl.gov](mailto:lasuarez@hialeahfl.gov).

The City will only respond to questions submitted to the City in writing.

The RFQ number and title shall be identified in all correspondence. Be sure to include the page and paragraph number of the RFQ for each question to ensure that questions are responded to correctly. All questions must be received no later than the time and date specified in the Solicitation Timetable (Section 1.3). **NO QUESTIONS OR CLARIFICATIONS WILL BE ACCEPTED VERBALLY. NO QUESTIONS OR CLARIFICATIONS WILL BE ACCEPTED AFTER THE QUESTIONS AND CLARIFICATIONS DEADLINE.** The City's official responses to questions or clarifications will be sent to all Proponents in the form of an addendum. It is the Proponent's sole responsibility to ensure the Proponent receives all addenda.

## **1.5 PROPOSAL CONDITIONS**

### **1.5.1 THE CITY'S RIGHTS**

In its sole and absolute discretion, the City may: reject any or all Qualifications; cancel and re-advertise this RFQ; postpone or cancel this RFQ process at any time; or waive any minor irregularities in this RFQ or in any Proposal received by the City.

The City shall have the sole and absolute discretion to determine: the manner and extent to which the City will investigate a Proponent's qualifications; whether a Proponent is responsive or responsible; whether a Proponent will be awarded the Agreement; and

whether any award will be made as a result of this RFQ. In addition to these rights, the City reserves unto itself all other rights, privileges and immunities provided by law.

In no event will any successful challenger of these determinations or decisions be automatically entitled to an award of the Agreement.

The submittal of a Proposal shall constitute an offer by the Proponent to provide the services described in this RFQ, subject to and in compliance with the requirements in the Agreement.

#### **1.5.2 RULES, REGULATIONS, AND REQUIREMENTS**

Each Proponent shall comply with all applicable law, including but not limited to all local, state, and federal laws, ordinances, and regulations applicable to this RFQ and the services required in the Agreement.

#### **1.5.3 CHANGE OF PROPOSAL**

Any Proponent that wishes to change his/her Proposal must do so in writing prior to the deadline for submitting Qualifications. Any request for changes to a Proposal must be delivered to the City prior to the deadline for submitting Qualifications. The Proponent's name, the title of this RFQ, and this RFQ number shall appear on the document requesting a change to the Proposal.

#### **1.5.4 WITHDRAWAL OF PROPOSAL**

A Proposal may be withdrawn prior to the deadline for submitting Qualifications to the City under this RFQ. Any Proposal that is not withdrawn in time shall constitute an irrevocable offer to provide the services requested herein. The offer shall remain in effect for the period of one hundred eighty (180) days after the deadline for submitting the Proposal.

#### **1.5.5 PROPOSAL SUBMITTAL/ADDENDUMS**

Each Proposal submitted to the City shall include all of the completed Proposal forms and all of the required information, as indicated on the Proposal forms. Qualifications may be considered Non-Responsive if the required information is not submitted with the Proposal package.

**1.6 MINIMUM QUALIFICATIONS:** To be eligible to respond to this Solicitation, the Proponent must submit all documents and information necessary to demonstrate that the Proponent has the resources and experience to provide the services solicited. Pursuant to Section 2-811 of the City's Code of Ordinances, a responsible bidder or proponent "means a person who has the capability in all respects to fully perform the contract requirements and has the integrity and reliability that will ensure good faith performance." Any Proponent that fails to satisfy the following minimum Qualifications may be deemed not responsible.

**1.6.1** Each Proponent shall submit proof that Proponent has been licensed to do business in the State of Florida and is in good standing. That Proponent currently

participates in the Federal USAC e-rate program and has an existing SPIN (Service Provider Identification Number) and USAC (Universal Service Administrator Company).

**1.6.2** Each Proponent shall submit proof that it has been in the business of HPL ISP ethernet internet connection including local loop services, and in good standing for not less than five (5) years and is an active registered entity with the Florida Department of State, Division of Corporations.

**1.6.3** Each Proponent shall provide the City with the information requested below on at least three (3) contracts with Florida cities, counties, governmental agencies, or other organizations serving comparable populations to the City of Hialeah that have used the Proponent's services within the last five (5) years. **NO PROPOSAL WILL BE CONSIDERED WITHOUT THIS LIST.** The Proponent's references should be identified in Form A-8 ("Proponent's Qualifications and References"), which is attached to this RFQ.

(a) The name, telephone number, and email address (if available) of Proponent's client, and the client's contact person or representative for each contract with direct supervision over the Proponent's performance of the Work. It is the responsibility of the Proponent to make sure the contact person will respond to the City's inquiries;

(b) A narrative description of the services performed;

(c) The brands, models, characteristics, and capacity for each;

(d) Duration of the contract;

(e) Total dollar amount of the contract.

(f) The Proponent's proposed contract/Agreement.

**1.6.4** Identify each city, county, governmental agency, or other organization with which the Proponent has an existing contract. For each of these entities, the Proponent must provide the name, telephone number, and e-mail address (if available) of the contact person with direct supervision over the Proponent's performance of the work.

**1.6.5** Each Proponent must disclose whether any of the contracts listed as part of Sections 1.6.3 and 1.6.4 have been terminated or suspended and provide a brief explanation of the reasons or circumstances under which the contract was suspended or terminated.

**1.6.6** Each Proponent must identify each subcontractor (if any) that the Proponent intends to use for the performance of any work contemplated by this RFQ, describe the services anticipated to be provided by each subcontractor and demonstrate the subcontractor is capable of providing such services.

**1.6.7** Each Proponent shall identify and provide a brief description of each case filed or pending on or after January 1, 2010, where: (a) a civil, criminal, administrative, bankruptcy, or other similar proceeding was filed against the Proponent and whether the proceeding arose from or was related to a dispute concerning the Proponent's rights, remedies or duties under a contract; and (b) identify administrative fines, liquidated damages, or other penalties greater than \$10,000 that were assessed or deducted from the Proponent's payments under a contract in Florida.

**1.6.8** Each Proponent also shall complete Form A-1 through 14 and submit the forms in the Proponent's Proposal.

**1.7 GROUND FOR REJECTING QUALIFICATIONS:** Qualifications found to be non-responsive may not be considered. A Proposal may be found to be non-responsive because, among other things, the Proponent: failed to utilize or complete the required forms; failed to provide additional information requested by the City; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; or provided improper or undated signatures. The City's grounds for rejecting Qualifications include, but are not limited to, evidence of: collusion among Proponents; a lack of experience, expertise, or other Qualifications to perform the required work; a submission of more than one Proposal by any Proponent under the same or different names; the failure to perform satisfactorily or meet financial obligations on previous contracts; the employment of unauthorized aliens in violation of Section 274(A)(e) of the Immigration and Naturalization Act; the listing of a Proponent on the U.S. Comptroller General's List of Ineligible Companies for Federally Financed or Assisted Projects; or the listing of a Proponent on Miami-Dade County's Debarred Contractor's List. In addition, Qualifications will be rejected if the Qualifications are not delivered to the City Clerk on or before the date and time specified for the submittal of the Proposal.

**1.8 LATE SUBMISSIONS:** The City will not accept Qualifications received after the deadline designated in Section 1.3 of this RFQ. The City encourages the early submittal of Qualifications.

**1.9 PROPOSAL OPENING:** Timely received Qualifications will be announced at the Proposal opening immediately after the deadline for submission of Qualifications. The City Clerk will read each Proponent's name in the Council Chambers, which is located on the 3<sup>rd</sup> floor of City Hall, 501 Palm Avenue, Hialeah, FL 33010. A list of Proponents shall be available from the City Clerk's Office.

**1.10 METHOD OF AWARD:** The City will evaluate all Proponents for responsiveness and responsibility. Pursuant to Section 2-811 of the City's Code, a responsive Proponent "means a person who has submitted a bid or proposal that conforms in all material respects to the... request for Qualifications." A responsible Proponent "means a person who has the capability in all respects to fully perform the contract requirements and has the integrity and reliability that will ensure good faith performance."

The City reserves its right to take all steps it deems necessary to evaluate the Proponent's Qualifications and proposal. Among other things, the City may make

additional inquiries of the Proponent and any other person, request additional information, obtain credit reports, and/or contact other local governments or organizations that have entered into contracts with the Proponent. A Proponent that does not provide the information requested by the City may be disqualified from this Solicitation. As concerns cost, the more favorable ranking on cost is the lowest cost.

The Proposal will be evaluated after the City concludes that the Proponent is responsive and responsible. The City intends to award its Agreement to the responsive and responsible Proponent that offers the best overall value for ethernet internet connection including local loop services to the City. In determining which responsive and responsible Proponent provides the City the best overall value, the City will consider the following criteria with the associated point values:

Criteria	Point Value
Price	30
Local loop and bandwidth upload/download	25
Compatibility with existing network infrastructure	25
Maintenance and services	20

The City at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all Qualifications, and/or to accept a proposal that is in the best interest of the City. The City reserves its right to take all steps it deems necessary to evaluate the Proponent's Qualifications. A Proponent that does not provide the information requested by the City may be disqualified from this Solicitation. If a Proponent is deemed unqualified (i.e., not responsible) or not responsive, the Proposal shall not be considered. If the City concludes that a Proponent is qualified, responsible, and responsive, the Proponents will be evaluated.

Evaluation of a Proposal will be performed by the Grisel Torralbas, the City's Library Administrator. If two or more Qualifications have received the same point score and are equal with respect to all other evaluation criteria, the City may, at its discretion, review the time stamp of the Proposal Package submittal to determine the earliest received Proposal Package. The City may award this Solicitation to the earliest submitted Proposal under the circumstances.

The City's Library Administrator will recommend to the City Council the Proponent that she deems to be the best candidate and in the best interest of the City. The City Council shall consider the recommendation and, if appropriate, approve, reject, or modify such recommendation. The City Council may also, at its option, reject the Library Administrator's recommendation and select another Proposal or Qualifications which it deems to be in the best interest of the City.

The Agreement will be presented to the City Council for approval. If the Agreement is approved by the City Council, the Mayor and City Clerk, on behalf of the City, shall execute the Agreement, after the Successful Proponent has done so.

**1.11 NO WARRANTY CONCERNING CITY DATA:** The data contained in this RFQ, and any data that may be provided by an employee or agent of the City, are presented to the Proponents as a convenience only. The City makes no warranty or guarantee concerning the accuracy of any data or information set forth in this RFQ or any other document. Proponents shall make no claim against the City because of any such data that proves to be erroneous in any respect. Each Proponent shall have sole responsibility for determining all of the relevant facts that may affect its Proposal.

**1.12 VENDOR REGISTRATION:** The successful Proponent shall register with the City as a vendor and shall remain registered with the City throughout the term of the Agreement. By submitting a Proposal in response to this Solicitation, the Proponent confirms that it is knowledgeable about and will comply with the City's procurement procedures and the City's Code of Ordinances.

**1.13 Cost Incurred By The Proponent:** All expenses involved with the preparation and submission of responses to this Solicitation to the City, or any work performed in connection therewith shall be paid by the Proponent.

**1.14 CONFLICTS OF INTEREST:** The City's conflict of interest guidelines are contained in Section 5.17 this Solicitation, and the guidelines shall apply to any Proposal submitted in response to this Solicitation. Each Proponent, City employee, and Council member must comply with conflict of interest and other requirements set forth in Section 2-11.1 (Conflict of Interest and Code of Ethics Ordinance) of the Miami-Dade County Code of Ordinances. Proponents should be aware that, if awarded a contract, no person under the City's employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Proposal may have any personal financial interest, directly or indirectly, with any contractor or vendor providing professional services on work assigned to the Proponent, except as fully disclosed and approved by the City. The Proponent shall further be aware that no person having such an interest shall be employed by the Proponent to work on this project.

**1.15 F.O.B. Destination:** Unless otherwise specified in the Agreement, all prices quoted/proposed by the Proponent must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the proposal price.

**1.16 Firm Prices:** The Proponent warrants that the prices, terms, and conditions quoted in its response will be firm throughout the duration of this Agreement, unless otherwise specified in the Agreement. Such prices shall remain firm for the term of the contract. Prices may be re-negotiated after the termination of the term of the agreement and before the renewal of the Agreement.

END OF SECTION 1.0



**SECTION 2.0**  
**SPECIAL CONDITIONS/SCOPE OF SERVICES**

**2.1 Term Of Contract:** The Agreement shall commence on the first calendar day of the month after an award of the Proponent has been approved by the City Council and contingent upon the completion and submittal of all required Proposal documents. The contract term is for three (3) years and shall expire on the last day of the last month of the contract term with an option to renew yearly for two (2) consecutive years at the same price. Taxes and insurance must be included in the Proponent's costs/ charges. Title to any equipment subject to the Agreement shall remain with the vendor or financing company. If financing is external, provide relevant information about the third party leasing company.

**2.2 Scope Of Services:** The City seeks an all-inclusive yearly price from the Proponent to provide and all labor, materials, tools, supplies, parts, components, and equipment necessary to provide regular and systematic ethernet internet connection including local loop services maintenance and upgrades. Proponent shall incur any costs and there shall be no cost to the City upon termination of the parties' relationship, when the network or components are returned. Any network or components that breaks, that is, is inoperable three times, shall be replaced at no cost to the City and shall be new, not refurbished. Service calls from the City to the Proponent before noon shall be addressed the same day, and service calls in the evening addressed the following day.

**2.2.1 Delivery Of Network And Components:** Delivery and installation of the network and all components to the locations identified below must be made within 21 calendar days after receipt of an executed contract unless a longer period is authorized in writing. An operator's manual is to be delivered with each network. The number or locations under the Agreement may be decreased or increased by the City at any time, in the best interest of the City. Subsequent to award, the Proponent will work directly with the facility's administrator(s) to coordinate for installation, commencement of operations, response, inspections, maintenance, and other required services.

The end-of-contract return of network and any equipment or components shall be provided by the Proponent and coordinated with the City, and shall be at no cost to the City, and shall be removed no later than 30 days after receiving notification.

**2.2.2 Routine Monthly Maintenance:** The Proponent will perform a minimum of one. (1) inspection per month and inspect, maintain, service, upgrade and supply all labor, materials, tools, supplies, parts, components and equipment necessary to provide regular and systematic ethernet internet connection including local loop services as part of the Proponent's preventive maintenance service, and in accordance with the requirements of this RFQ and the Agreement.

**2.2.3 Minimum Requirements:** The selected Proponent must satisfy the requirements set forth below which will be made part of the Agreement:

1. Minimum bandwidth at 100 Mbps upload and 100 Mbps download of unlimited internet access for its JFK library (main library) and of 50 Mbps for its five branch libraries.
2. All Qualifications must contain descriptive literature on ethernet internet connection including local loop services, maintenance and upgrades, other descriptive literature or reports, including award certificates from an independent testing agency, will be accepted in addition to required literature.
3. **Authorized Dealer**-The selected Proponent must be officially authorized by the manufacturer of the proposed equipment to sell, support and service the equipment offered. Written documentation of this authorization is required.
4. Proponents must currently be participating in the Federal USAC (Universal Service Administrator Company) e-rate program and have an existing SPIN (Service Provider Identification Number) and provide the number.
5. Vendor must agree to invoice USAC directly by filing FCC Form 474 – Service Provider Invoice (SPI) Form to be reimbursed for the discount amount and bill the Library for the non-discount portion of the costs of service only. <https://usac.org/sl/service-providers/step05/default.aspx>.

**2.2.4 REPAIR SERVICES:** In addition to the routine monthly maintenance service, the Successful Proponent shall be required to repair or replace components as needed, as authorized by the City, at no additional charge to the City. Proponent shall be responsible for sourcing all parts necessary to complete the work requirements of each job specification of this RFQ and Agreement. Replacement parts furnished must be new and not refurbished and of the same manufacturer. All equipment, parts, components, and materials shall be commercial quality and grade, and be from a regular product line.

**A. Response time.** Response time for repair jobs shall be same day if a call is made by the City by noon, or next day if the call is made in the evening. Failure by the Proponent to adhere to the response time requirements will result in a material default of the Agreement.

**B. Hours of Operation.** Repair services shall be available to the City during regular hours and shall be from Monday to Friday between 8:30 a.m. and 5:00 p.m.

**C. Written Authorization.** Repairs shall not be performed unless expressly authorized in writing by the City.

**2.2.5 Additional Inspections/ Services Required:** Sixty (60) days prior to the initial three year expiration date of the Agreement, and again sixty (60) days prior to each year end of the option to renew periods, a physical inspection shall be made of each network at each location by a representative of the Proponent accompanied by a representative of the City. Any and all deficiencies noted shall be corrected by the Proponent prior to the expiration date, and confirmed by the City. Should the Proponent fail to perform corrections pursuant to noted deficiencies, the City reserves the right to either withhold final monthly payment(s) for the services, or procure another contractor to perform the needed work and deduct this cost from the final payment owed to the Proponent. The City may also deem the Proponent to be in violation of the Agreement and therefore in material default of the same.

**2.1.1 Replacement Of Network And Components:** If a network or components are inoperable three times for any reason, Proponent shall replace the components with the same brand and capacity at no additional cost to the City. The replacement components must be new, not refurbished, delivered, installed and made operable the day following notice from the City that the network is inoperable for the third time.

**2.4 Warranty:** The Proponent shall warrant its products and/or services against faulty labor and/or defective materials, for a minimum of one (1) year after the date of acceptance of the labor, materials, supplies, components, parts and/or equipment by the City. This warranty requirement shall remain in effect for the full one (1) year period; regardless of whether the Proponent is under contract with the City at the time the defect is discovered.

The Proponent shall be responsible for promptly correcting any deficiency, at no cost to the City, within five (5) calendar days of Proponent's receipt of the notice in writing from the City of any deficiencies. If the Proponent fails to honor the warranty and/or fails to correct or replace the defective work or items within this period, the City may, at its discretion, declare Proponent in contractual default, procure services from another vendor and charge the Proponent for the costs that are incurred by the City for this work and materials.

**2.5 Proponent's Use Of The Work Site:** The Proponent shall perform the scope of services/work described herein in Section 2.2, with as little interruption to the City's operations as is possible. The Proponent shall:

**2.5.1** Confine operations at the facilities to the areas necessary to perform the work; not disturb other portions of the facility beyond the specified areas; conform to the facility's rules and regulations affecting the work;

**2.5.2** Keep existing driveways and entrances to the facility clear and accessible to the City and its employees at all times; not use areas for

parking and/or storage of materials except as authorized by the administrator of each facility;

2.5.3 Assume all responsibility for its tools, equipment and materials, including any material purchased for the work and not accepted by the City, and of its vehicles while performing the work for the City and while parked at a City facility. The City assumes no liability for same;

2.5.4 Keep areas such as hallways, stairs, elevators, and lobbies free from accumulation of waste, materials or other debris.

**2.6 Proponent's Personnel:** The Proponent shall assign a contract manager who has sufficient authority to make binding decisions and address the requirements under this Solicitation to address the City's complaints and concerns.

The Proponent agrees to employ, maintain and assign to the performance of the work the sufficient number of competent and qualified professionals and other personnel to meet the requirements set forth in this RFQ and the Agreement.

The Proponent agrees to adjust staffing levels or to replace any personnel at the City's request, should the City make a determination that said staff member is not qualified to perform the work in a competent and professional manner.

The Proponent warrants and represents that its personnel have proper skill, training, background, knowledge, experience, integrity, character and any licenses, authorizations or rights necessary to perform the work in a competent and professional manner.

Personnel shall be employees of the Proponent, and Proponent shall be responsible for deducting all taxes and payments of workman's compensation and unemployment insurance.

Proponent shall describe its procedure to process service requests from beginning to end, and the anticipated time to complete the work.

**2.7 Time For Performing The Work:** Prior to performing any work, the Proponent shall establish with the City the hours during which the work is to be performed and a timeline to complete the work. No work shall be performed outside these hours without the written approval of the City.

**2.8 Damage To Public/Private Property:** The Proponent shall carry out the work with such care and methods as not to result in damage to public or private property. Should any public or private property be damaged or destroyed, the Proponent at its expense, shall repair or make restorations as is practical and acceptable to the City and/or owners of the destroyed/damaged property promptly within one week from the date the damage was done. Failure to do so shall be deemed a material default.

**2.9     Inspections:** The City may, at reasonable times during the term hereof and at its discretion, contract a third party independent contractor, at the City's cost, to inspect the work and service performed by the Proponent, such as the required monthly maintenance, to determine whether the work actually performed by the Proponent conforms to the terms and conditions provided herein.

Should the third party independent contractor or a City representative find a violation, deficiency or non-conforming conditions, the Proponent shall correct said violation, deficiency or condition to the City's satisfaction and at no additional cost to the City. Should the Proponent fail to perform corrections pursuant to the notification, the City reserves the right to pursue any and all remedies and withhold final monthly payment(s) for the services, or procure another contractor to perform the needed work and deduct this cost from the next payment(s) owed to the Proponent, and seek any other appropriate relief.

**2.10     INSURANCE:** Each Proponent must provide proof of its ability to obtain insurance complying with the requirements specified Form A-4 (Insurance Check List) and submit an "Information Only Accord Certificate" demonstrating the Proponent's ability to obtain the required level of insurance. Certificates of insurance complying with these requirements do not need to be submitted with the Proposal; however, certificates of insurance will be required before the City executes a contract with the Successful Proponent.

The Successful Proponent must submit, prior to signing an agreement, Certificates of Insurance and naming the City of Hialeah as an additional insured for insurance required by this Solicitation. The Successful Proponent shall ensure that all required insurance coverage remains current and in effect throughout the term of the contract awarded.

All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management officer before the City executes a contract with the Successful Proponent. Coverage limits shall equal or exceed the amount(s) required by this Solicitation and shall not be reduced for claims made for other projects undertaken by the Successful Proponent.

**2.11     INDEMNIFICATION OF CITY:** The Contractor shall indemnify the City in compliance with the Indemnification provision included in the Agreement for the services it performs.

**2.12     PROPOSAL/PERFORMANCE/PAYMENT/BOND:** A Proposal or Performance Bond is not required under this Solicitation.

**END OF SECTION 2.0**

### **SECTION 3.0 PROPOSAL FORMAT**

**IT IS THE RESPONSIBILITY OF THE PROPONENT TO ENSURE THAT THE PROPOSAL BEING SUBMITTED IS COMPLETE AND ADDRESSES ALL OF THE REQUIREMENTS SET FORTH IN THIS RFQ.**

**PLEASE READ THE ENTIRE SOLICITATION CAREFULLY BEFORE SUBMITTING A PROPOSAL.**

**3.1 GENERAL INSTRUCTIONS:** Proponents should carefully follow the format and instructions outlined in this Section 3, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" paper, paginated and separated by tabs to identify each required section. Each Proposal shall be neatly typed and double-sided on recycled paper, with 1 inch margins and double spacing. All documents and information must be fully completed and signed as required.

Please be concise in all responses. If any category is NOT APPLICABLE, expressly state that it is not applicable. Qualifications that do not include the required documents or information may be deemed NON-RESPONSIVE and may not be considered for evaluation or information.

**3.2 COPIES:** Please submit an original Proposal and clearly mark the "Original" as such that shall contain the original signatures of the Proponents. Three (3) complete paper copies of the original Proposal also containing original signatures also must be submitted with the original Proposal. In addition, one complete copy of the original signed Proposal must be submitted to the City in an electronic (digital) format, in an Adobe (pdf) file, on a compact disk (CD), DVD, or USB Flash Drive. The CD, DVD, or USB Flash Drive must be clearly labeled with the Proponent's name, the Solicitation number, and the Solicitation title. If any one of the copies is incomplete, the Proposal may be deemed non-responsive.

**3.3 SUBMISSION OF PROPOSAL PACKAGE:** Each Proposal, including the original and copies, shall be submitted in a sealed envelope.

The outside of each sealed envelope or package must clearly indicate the name and number of this Solicitation (i.e.; ETHERNET INTERNET CONNECTION INCLUDING LOCAL LOOP SERVICES RFQ Number: 2016-17-3130-00-004); the Proponent's name and address; and the name and telephone number of the Proponent's contact Person.

QUALIFICATIONS shall be delivered no later than the time and date specified in the Solicitation Timetable (Section 1.3). After the deadline for submitting Qualifications, the Proposal Packages will be opened and read in the Council Chambers by a member of the Purchasing Department.

**QUALIFICATIONS RECEIVED AFTER THE DEADLINE SPECIFIED IN THE SOLICITATION TIMETABLE WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED.**

Each Proposal must be delivered to the City of Hialeah, Office of the City Clerk, 3<sup>rd</sup> floor, 501 Palm Avenue, Hialeah, FL 33010.

**3.4 TABBING OF SECTIONS:** Each section of the Proposal shall be separated by a physical tab/divider to insure that necessary documents are not overlooked. You may label each tab as 1, 2, 3, etc. If a tab section does not apply to you, you should indicate "Not Applicable" on the tab divider page or on a sheet of paper.

**3.5 SECTION 1 APPENDICES AND FORMS:** All the Appendices and Forms requested in this RFQ shall be submitted.

**3.6 SECTION 2 NARRATIVE DESCRIPTION OF QUALIFICATIONS:** The Proponent must demonstrate that it meets the minimum qualification requirements set forth in Section 1.6, above. Form A-8, Proponent's Qualifications and References must be completed, executed and properly notarized. All of the Proponent's information concerning Qualifications shall be submitted in the Proponent's package.

**3.6.1. LETTER OF INTENT:** Each Proponent shall submit a letter of intent, which shall be signed by an officer of the company or other Person authorized to commit the Proponent to the terms presented in its Proposal. The letter of intent must expressly state that the Proponent will provide the services requested in the RFQ, and in compliance with the terms of the RFQ and in the Agreement, for the prices submitted in the Proposal.

**3.6.2 APPROACH TO WORK:** Each RFQ must include a description of the systematic approach and actions to be taken to provide the services requested under this RFQ and the Agreement. This systematic approach must describe, at a minimum, the established procedure and Proponent's capability to process orders, including emergency orders, respond to complaints, and address disputes. The Proponent shall describe delivery process, response time, and location from which the Proponent will perform the services pursuant to the requirements of the Agreement. All proposals must contain descriptive literature on Ethernet connection local loop services, maintenance and upgrades, including award certificates from independent testing agencies if any.

**3.6.3 Financials:** Each Proponent shall provide the City with copies of their audited financial statements for the last two (2) years. If the Proponent does not have audited financial statements, the Proponent may substitute non-audited financial statements and completed federal tax returns for the last two (2) years. Publicly traded corporations may provide pertinent copies of, or an electronic link to, the corporation's annual financial reports, annual audits, and similar filings with the U.S. Securities and Exchange Commission.

In all cases, the Proponent must provide a balance sheet, an income statement, and a statement of cash flow, or other documents demonstrating that it has the financial resources necessary to provide the services contemplated by this RFQ.

Each Proponent also must provide: (a) information concerning their lines of credit, including the total amount of all lines of credit and the amount currently available; and (b) one or more letters of reference from lenders or other financial institutions that can attest to the creditworthiness of the Proponent and their willingness to do business with the Proponent.

Pursuant to the Florida Public Records Law, all of the financial information provided to the City, as well as all of the other information submitted with the Proponent's Proposal, will be available for public inspection after the QUALIFICATIONS are opened, except as provided in Sections 119.071(1) (b) and 286.0113, Florida Statutes. The Proponent must inform the City whether under F.S. 812.081(1) (c) any of its information is deemed a trade secret and provide its reasoning.

**3.6.4 CRIMINAL CONVICTIONS:** Each Proponent must complete and submit Form A-1, the Public Entity Crimes Affidavit. Each Proponent must provide a summary of each criminal conviction of the Proponent, or any of its owners, officers, subsidiaries, or affiliates that occurred on or after January 1, 2010. Any Person who pleads "guilty" or "nolo contendere" or who is found guilty shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

Each Proponent also must provide a summary of each investigation or notice of violation initiated against the Proponent, or any of its owners, officers, subsidiaries, or affiliates by a local, state, or federal agency with regulatory jurisdiction over any aspect of the Proponent's operations on or after January 1, 2010 concerning an alleged or actual violation of applicable law.

**3.6.5 Litigation:** Each Proposer shall identify each case in the last seven years (i.e., on or after January 1, 2010) where:

- (a) a civil, criminal, administrative, bankruptcy or other similar proceeding was filed against the Proposer, if such proceeding arises from or is related to a dispute concerning the Proposer's rights, remedies or duties under a contract with any organization, city, county, or other governmental entity for ethernet internet connection including local loop services;
- (b) an organization, city, county, or other governmental entity terminated a contract with the Proposer concerning ethernet internet connection including local loop services; or
- (c) administrative fines, liquidated damages, civil penalties, or other penalties (collectively "penalties") were assessed against or deducted from the Proposer's payments under a



contract with any organization, city, county, or governmental entity for copy and print services.

Each Proposer also shall identify each instance in which the Proposer paid more than ten thousand dollars (\$10,000) to settle a dispute with an organization and a governmental entity concerning the Proposer's performance under contract for ethernet internet connection including local loop services, and if such payment occurred on or after January 1, 2010. The Proposer shall identify each such settlement agreement, and the amount paid by the Proposer, unless the settlement agreement explicitly prohibits the disclosure of the agreement's existence.

For each case identified, the Proposer must describe the basic facts concerning the case, including the names of the parties and the current status of the case.

Each Proposer must disclose whether the Proposer or any of its owners, officers, subsidiaries, or affiliates have been excluded, disqualified, or disbarred by any federal, state or local government or agency since January 1, 2010.

Each Proposer must disclose whether the Proposer, or any of its owners, officers, subsidiaries, or affiliates have in the last seven (7) years (i.e., on or after January 1, 2010): failed to qualify as a responsive Proposer for copy and print services; or refused to enter into a contract for ethernet internet connection including local loop services after an award had been made to the Proposer; or failed to complete a contract ethernet internet connection including local loop services; or been declared to be in default in any contract for ethernet internet connection including local loop services. If any of these events have occurred, the Proposer should provide additional information to explain the basic facts concerning such event.

**3.7 SECTION 3 CONTRACT FORMS:** All of the City's standard appendices and forms must be completed (with all blanks filled in), executed, and properly notarized. The following appendices and forms must be submitted in the following order:

Vendor Registration (if not registered)

Appendix B Proposal Submittal Form

Appendix C Cost Proposal

Form A-1 Public Entity Crimes Affidavit

Form A-2 Non-Collusion Affidavit

Form A-3 Insurance Requirements

Form A-4	Insurance Check List
Form A-5	Proponent's Acknowledgement of General Conditions
Form A-6	City of Hialeah Disclosure Affidavit
Form A-7	Assignment of Antitrust Claims
Form A-8	Proponent's Qualifications and References
Form A-9	Proponent's Acknowledgment of Addendum
Form A-10	Proponent's Subcontractors
Form A-11	Proponent's Statement of Organization
Form A-12	Staffing
Form A-13	Drug-Free Workplace
Form A-14	Certification to Accuracy of Proposal
Appendix A	Proposal Submittal Checklist

*(Attach copies of addendum, if any)*

**Please include all applicable forms with your Proposal documents. Each form must be filled in completely, signed and notarized. E-mailed forms will NOT be accepted.**

With regard to "Form A-9 Acknowledgement of Addenda", it is the responsibility of the Proponent to check for and obtain all addenda to this RFQ.

**END OF SECTION 3.0**

**SECTION 4.0**  
**FORMS AND APPENDICES**



**Forms**  
**& Appendices**



**Appendix A**  
**Proposal Submittal Form Checklist:**  
**RFQ No.: 2016-17-3130-36-004**

This checklist is provided for Proponent's convenience only. It identifies the sections of this submittal document that must be completed and submitted with each response. Any Proposal that fails to include one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily include all of the requirements listed in this Solicitation. This checklist sets guidelines for consideration, and may be added as the need arises.

Proponent's  
 Name: \_\_\_\_\_

Tab/Page No.	Section One (1)	OFFICE USE ONLY
	Appendix A: Proposal Submittal Form Checklist	
	Appendix B: Proposal Submittal Form	
	Appendix C: Cost Proposal	
Tab/Page No.	Section Two (2)	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non-Collusion Affidavit	
	A-3 Insurance Requirements	
	A-4 Insurance Check List	
	A-5 Proponent's Acknowledgement of General Conditions	
	A-6 City of Hialeah Disclosure Affidavit	
	A-7 Assignment of Antitrust Claims	
Tab/Page No.	Section Two (2)	OFFICE USE ONLY

	A-8 Proponent's Qualifications and References	
	A-9 Proponent's Acknowledgment of Addendum	
	A-10 Proponent's Subcontractors	
	A-11 Proponent's Statement of Organization	
	A-12 Staffing	
	A-13 Drug-Free Workplace	
	A-14 Certification of Accuracy of Proposal	

<b>FOR PURCHASING OFFICE USE ONLY</b>		
<input type="checkbox"/> Responsive	<input type="checkbox"/> Non-Responsive	<input type="checkbox"/> Other: _____
COMMENTS: _____		
_____		
_____		
_____		



**Appendix B**  
**Proposal Submittal Form:**  
**RFQ No.: 2016-17-3130-36-004**

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FEIN NO. : \_\_\_\_ / \_\_\_\_ - \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(Proponent's Federal Employer Identification Number) If none, Proponent's Social Security Number

---

The undersigned Proponent certifies that this Proposal is submitted in accordance with the Proposal specifications and conditions governing this Proposal, and that the Proponent will accept any award(s) made to him as a result of this Proposal.

**FIRM  
NAME:** \_\_\_\_\_

**STREET  
ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP  
CODE:** \_\_\_\_\_

**TELEPHONE  
NO.:** \_\_\_\_\_

**FAX  
NO.:** \_\_\_\_\_

**E-  
MAIL:** \_\_\_\_\_

*By signing this document the Proponent agrees to all of the terms and conditions of this Solicitation and the Agreement that is attached hereto in Section 6 of this RFQ.*

Appendix B- continued  
Proposal Submittal Form:  
RFQ No.: 2016-17-3130-36-004

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AUTHORIZED  
SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_

PERSON AUTHORIZED TO ENTER INTO CONTRACTUAL AGREEMENT

PRINT NAME OF PROPONENT'S REPRESENTATIVE

\_\_\_\_\_

TITLE OF PROPONENT'S REPRESENTATIVE

\_\_\_\_\_

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL IRREVOCABLE OFFER OF PROPONENT TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT THAT UNEQUIVOCALLY BINDS THE PROPONENT TO THE TERMS OF ITS OFFER.

\_\_\_\_\_  
(Proponent's Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped  
commissioned name of notary public)



**Appendix C**  
**Cost Proposal**  
**RFQ No.: 2016-17-3130-36-004**

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**THIS PROPOSAL SHALL BE VALID FOR ONE HUNDRED EIGHTY (180) DAYS  
FROM DATE OF OPENING**

**Company Name** \_\_\_\_\_

**Company Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Telephone** (\_\_\_\_) \_\_\_\_\_ **Fax** (\_\_\_\_) \_\_\_\_\_

**E-Mail Address** \_\_\_\_\_

The following cost Proposal is in strict accordance with **The City of Hialeah RFQ No. 2016-17-3130-36-004** and all attachments as referenced therein. The Proponent agrees to perform the work as provided in the RFQ and to be incorporated into the Agreement:

The cost to perform the work on a yearly basis is: \_\_\_\_\_

The City shall pay to the Contractor within 45 days from the receipt of the invoice for services rendered. Vendor must agree to invoice USAC directly by filing FCC Form 474 – Service Provider Invoice (SPI) Form to be reimbursed for the discount amount and bill the Library for the non-discount portion of the costs of service only.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped  
commissioned name of notary public)



**Form A-1**  
**Sworn Statement Pursuant To Section 287.133(3) (A),**  
**Florida Statutes, On Public Entity Crimes**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the City of Hialeah, Florida, by

\_\_\_\_\_  
(print individual's name and title)  
For

\_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is

\_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

- \_\_\_\_\_  
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), **Florida Statutes**, means:

**Form A-1- continued**  
**Sworn Statement Pursuant To Section 287.133(3) (A),**  
**Florida Statutes, On Public Entity Crimes**

1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e) **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Qualifications or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administration Hearings and the Final Order entered by the Administrative Law Judge determined that it was not in the public interest to place the person or entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

**Form A-1- continued**  
**Sworn Statement Pursuant To Section 287.133(3) (A),**  
**Florida Statutes, On Public Entity Crimes**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO (\$35,000) OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.  
(Signature)

Personally known \_\_\_\_\_

OR Produced Identification Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped  
commissioned name of notary public)

**Form A-2**  
**Noncollusion Affidavit Of Prime Proponent**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

(1) He is \_\_\_\_\_ [title] of \_\_\_\_\_  
[name of entity], the Proponent that has submitted the attached Proposal:

(2) He is fully informed respecting the preparation and contents of the attached Proposal and of  
all pertinent circumstances respecting such Proposal:

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proponent nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affiant, has in any way colluded, conspired,  
connived or agreed directly or indirectly with any other Proponent, firm or person to submit a  
collusive or sham Proposal in connection with the Contract for which the attached Proposal  
has been submitted or to refrain from proposing in connection with such Contract, or has in  
any manner, directly or indirectly, sought by agreement or collusion or communication or  
conference with any other Proponent, firm or person, or to fix any overhead, profit or cost  
element of the Proposal price or the Proposal price any other Proponent, or to secure through  
any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City  
of Hialeah** (Local Public Agency) or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any  
collusion, conspiracy, connivance or unlawful agreement on the part of the Proponent or any of  
its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name) \_\_\_\_\_

Subscribed and sworn to before me

\_\_\_\_\_  
(Title)

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**Form A-3**  
**Insurance Requirements**

See Insurance Check List for applicability to this contract.

The Contractor shall be responsible for its work and every part thereof, including all materials, tools, appliances and property of every description used in connection therewith. The Proponent shall specifically and distinctly assume all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property, wherever located, resulting from any action or inaction of the Proponent under the Agreement or in connection with the work.

The Proponent shall, during the work under this Agreement, including extra work in connection therewith:

Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Florida, to protect from any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.

Maintain General Liability Insurance in amounts prescribed by the City to protect the Proponent in the interest of the City against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation under the Agreement or in connection with the work.

Maintain Automobile Liability Insurance, including Property Damage, covering all used or operated automobiles and equipment used in connection with the work.

When naming the City of Hialeah as an additional insured onto the Proponent's policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments. An endorsement to the policy(ies) shall be issued accordingly and the certificate will state the above.

The insurance coverage shall extend to and include the contractual indemnity and hold harmless language contained in the Agreement.

Original, signed certified Insurance Certificates evidencing such insurance and such endorsements as prescribed herein shall be filed by the Contractor, before the work is started, with the City of Hialeah. The certificate must state the Solicitation Number and Title.

Products and Completed Operations Liability shall be provided, as stated in the Insurance Check List.

**Form A-3- continued**  
**Insurance Requirements**

All policies shall be made available to the City upon demand.

The Proponent shall take note of the indemnification contained in the Agreement and shall obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Hialeah under the Agreement from any and all claims arising out of the Proponent's operations.

Further, the Proponent will notify its insurance agent without delay of the existence of the indemnification requirement contained within the Agreement, and furnish a copy of the Agreement to the insurance agent.

The City shall be named as additional insured on the Automobile and General Liability policy(ies) with proof to be stated on the Certificates provided to the City and this coverage to be primary to all other coverage the City possesses.

**SUPERVISION**

Contractual and any other Liability Insurance provided under the Agreement shall not contain supervision, inspection, engineering services exclusion that would preclude the City from supervising and/or inspecting the Proponent's work. The Proponent shall assume all on-the-job responsibility as to the control of Persons directly employed by the Contractor.

**CONTRACTS**

Nothing contained in the Solicitation or Agreement shall be construed as creating any contractual relationship between Persons directly employed by the Proponent and the City. The Proponent shall be as fully responsible to the City for the acts and omissions of persons employed by them, as the Proponent is for acts and omissions of Persons directly employed by the Proponent.

**PROTECTION**

Precautions shall be exercised at all times for the protection of Persons, including employees, and property. All existing structures, utilities, roads, services, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Proponent during the term of the Agreement. The Proponent shall be held responsible for any damage to any Person or property occurring by reason of the Contractor's operation under the Agreement.

**CROSS LIABILITY**

It is understood and agreed that the inclusion of more than one insured under the Proponent's policy shall not restrict the coverage provided by the policy for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insurers hereunder

**Form A-3-continued**  
**Insurance Requirements**

shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair for such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

**CERTIFICATE OF INSURANCE**

On an Accord Certificate of Insurance binder, on the Cancellation Clause, the following shall be deleted: The word "endeavor" as well as "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company".

**OUT-OF-STATE NON-RESIDENT AGENT**

When a certificate is issued by an out-of-state non-resident agent with a "920" License, the name, address and telephone number of the Florida Resident Agent must be listed in the space provided on the checklist and on the Certificate of Insurance provided.

**SMALL DEDUCTIBLE POLICIES**

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured. These safeguards shall be in form of escrow accounts or other method established by the Risk Manager to safeguard to the City's interests and those interests of any claimants under the contractor's policies.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Printed name)

Form A-4  
Insurance Check List

RFQ No.: 2016-17-3130-36-004

CITY OF HIALEAH  
INSURANCE CHECK LIST

INSURANCE	LIMITS
<u>X</u> 1. WORKERS' COMPENSATION AND EMPLOYEE'S LIABILITY POLICY ISSUED IN NAME OF VENDOR	STATUTORY LIMITS OF THE STATE OF FLORIDA
<u>X</u> 2. COMMERCIAL GENERAL LIABILITY PREMISES OPERATIONS INCLUDED; PRODUCTS AND COMPLETED OPERATIONS INCLUDED; INDEPENDENT CONTRACTORS (O.C.P.) INCLUDED; ELEVATORS INCLUDED; SUPERVISION EXCLUSION DELETED; PERSONAL INJURY LIABILITY INCL	\$1,000,000 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE
<u>X</u> 3. BROAD FORM PROPERTY DAMAGE ENDORSEMENT	
<u>X</u> 4. CONTRACTUAL INDEMNITY/HOLD HARMLESS ENDORSEMENT EXACTLY AS WRITTEN IN "INSURANCE REQUIREMENTS" OF SPECIFICATIONS	\$1,000,000 SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE
<u>X</u> 5. AUTOMOBILE LIABILITY OWNED NON-OWNED/HIRED AUTOMOBILES INCLUDED	\$1,000,000 SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE
<u>X</u> 6. UMBRELLA LIABILITY	\$1,000,000 EXCESS OF ALL PRIMARY COVERAGE
<u>  </u> 7. GARAGE LIABILITY	\$1,000,000 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE
<u>  </u> 8. GARAGEKEEPER'S LEGAL LIABILITY	\$100,000 EACH OCCURRENCE
<u>X</u> 9. THE CITY MUST BE NAMED BY ENDORSEMENT AS ADDITIONAL INSURED ON THE INSURANCE POLICY AND THE FOLLOWING MUST ALSO BE STATED ON THE CERTIFICATE. "THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY TO ALL OTHER COVERAGES THE CITY POSSESSES FOR THIS CONTRACT ONLY."	
<u>  </u> 10. TEACHERS PROFESSIONAL LIABILITY	\$1,000,000 EACH CLAIM
<u>  </u> 11. LIQUOR LEGAL LIABILITY	\$1,000,000 EACH OCCURRENCE



City Of Hialeah  
Insurance Check List

INSURANCE

LIMITS

- 
- ☐ 12. CROSS LIABILITY OR SEVERABILITY OF INTERESTS CLAUSE ENDORSEMENT
- ☐ 13. XCU PROPERTY DAMAGE EXCLUSION DELETED AND THIS COVERAGE WILL PROVIDED
- ☐ 14. BUILDERS RISK FULL CONSTRUCTION COSTS OF THE PROJECT
- ☐ 15. OTHER INSURANCE AS INDICATED BELOW:
- ☒ 16. THIRTY (30) DAYS CANCELLATION NOTICE REQUIRED
- ☒ 17. BEST'S GUIDE RATING A-X OR BETTER OR ITS EQUIVALENT
- ☒ 18. THE CERTIFICATE MUST STATE THE BID NUMBER AND TITLE
- ☒ 19. CYBER LIABILITY \$1,000,000  
EACH CLAIM
- ☒ 20. INFORMATION TECHNOLOGY  
ERRORS AND OMISSIONS  
INCLUDING CYBER LIABILITY  
AND PRIVACY PROTECTION \$1,000,000  
EACH CLAIM
- ☐ 21. POLLUTION LIABILITY \$1,000,000  
EACH CLAIM
- ☐ 22. ERRORS & OMISSIONS/PROFESSIONAL  
LIABILITY \$1,000,000  
EACH CLAIM
- ☐ 23. BUSINESS PERSONAL PROPERTY COV. LIMITS EQUALING REPLACEMENT  
COST OF VENDOR'S PROPERTY
- ☐ 24. SPOILAGE COVERAGE LIMITS EQUALING REPLACEMENT  
COST OF VENDOR'S PROPERTY
- ☐ 25. LOSS OF INCOME COVERAGE. LIMITS ADEQUATE TO COVER LOSS  
OF INCOME AND EXTRA EXPENSE  
FOR 12 MONTHS
- ☐ 26. CRIME COVERAGE EMPLOYEE DISHONESTY INCLUDING  
FORGERY, COMPUTER FRAUD AND  
WIRE TRANSFER FRAUD

WHEN USING THE "ACCORD" FORM OF INSURANCE CERTIFICATE, PLEASE NOTE THAT IN THE "CERTIFICATE HOLDER" BOX, THE FOLLOWING MUST BE SHOWN: CITY OF HIALEAH, A MUNICIPAL CORPORATION, 501 PALM AVENUE, HIALEAH, FL 33010.

**Form A-5**  
**Proponent's Acknowledge Of General Conditions**

<b>SUBMIT QUALIFICATIONS TO:</b> <b><u>CITY OF HIALEAH</u></b> <b><u>OFFICE OF THE CITY CLERK</u></b> <b><u>501 PALM AVENUE, 3<sup>rd</sup> Floor</u></b> <b><u>HIALEAH, FL 33010</u></b>			<b>CITY OF HIALEAH</b> <b>Request for QUALIFICATIONS</b> <b>Proponent Acknowledgment</b>	
Page 1 of 3	<b>Telephone Number</b>  (305) 883-5857	<b>Mailing Date</b> February 24, 2017	<b>Proposal No. 2016-17-3130-36-004</b>	
<b>Proposal may not be withdrawn within 180 DAYS after the Proposal opening.</b>		<b>Proposal Title</b>  <b>ETHERNET INTERNET CONNECTION INCLUDING LOCAL LOOP SERVICES</b>		
<b>All awards made as a result of this Proposal shall conform to applicable Florida Statutes and City of Hialeah Charter and Ordinances</b>		<b>Reason for "no Proposal"</b>		
<b>NAME OF VENDOR</b>		<b>AREA CODE</b>	<b>TELEPHONE NUMBER</b>	
<b>MAILING ADDRESS</b>		<b>BUSINESS ADDRESS</b>		
<b>CITY – STATE – ZIP CODE</b>				
I certify that this Proposal is made without prior understanding agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, supplies, or equipment, and is in all respects fair and with-out collusion or fraud. I agree to the Proposal of all conditions in this Proposal and the Agreement. I certify that I am authorized to sign this Proposal for the Proponent.		<div style="border-top: 1px solid black; margin-bottom: 10px;"> <b>AUTHORIZED SIGNATURE (MANUAL)</b> </div> <div style="border-top: 1px solid black;"> <b>AUTHORIZED SIGNATURE (TYPED) TITLE</b> </div>		

## GENERAL CONDITIONS

**SEALED QUALIFICATIONS:** This form must be executed and submitted in a sealed envelope with the Proponent's Package. Qualifications not submitted with this Proposal form may be rejected.

1. **Execution Of Proposal:** Each Proposal must contain a manual signature of the Proponent's authorized representative in the space provided above.
2. **No Proposal:** If not submitting a Proposal, respond by returning this form, marking it "No Proposal", and explain the reason in the space provided above. Repeated failure to quote, without sufficient justification, shall be cause for removal of the supplier's name from the Proposal mailing list. Note: To qualify as a respondent, Proponent must submit a "No Proposal" and it must be received no later than the stated Proposal opening date and hour.
3. **Proposal Opening:** Shall be at a public opening commencing at the time and date specified in the Solicitation. It is the Proponent's responsibility to assure that its Proposal is delivered at the proper time and place of the Proposal opening. Qualifications which for any reason are not so delivered will not be considered. Offers by telegram or telephone are not acceptable.
4. **Proof of Capability:** The Proponent may be required before the award of any contract, to show to the complete satisfaction of the City Council that it has the necessary facilities, ability and financial resources to perform the Proposal requirements in compliance with the Agreement.
5. **Patents And Royalties:** The Proponent, without exception, shall indemnify and save harmless the City of Hialeah and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City of Hialeah, Florida. If the Proponent uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials, in any way involved in the work.
6. **Rate Of Wages:** When applicable, the rate of wages for work covered by a public contract for those employed by any contractor shall not be less than the prevailing rate of wages for similar skills or classifications or work in the City of Hialeah. The Division of Labor and Employment Opportunities, Tallahassee, Florida, will furnish the prevailing wage rates in the City of Hialeah, upon request.
7. **Prices Terms And Payment:** Firm prices shall be quoted; the prices shall be typed or printed in ink and shall include all charges, unless otherwise explicitly stipulated in the Agreement.

- (a) **Taxes:** A Proponent shall include all applicable taxes in its Proposal or proposal. A Proponent will not be excused from payment of state sales or transportation taxes or other applicable taxes. A Proponent shall not base a Proposal price on an assumption that the City will utilize its tax exemption to purchase or order materials, equipment, etc. Any tax liability or tax payment resulting from any determination or interpretation of any law, rule, regulation or opinion is the sole responsibility of the Proponent.
- (b) **Discounts:** Proponents may offer a cash discount for prompt payment: however, such discounts shall not be considered in determining the highest net price for Proposal evaluation purposes. Proponents are encouraged to reflect cash discounts in the prices quoted.
- (c) **Mistakes:** Proponents are expected to examine the Agreement, specifications, delivery schedule, Proposal prices, and all instructions pertaining to supplies and/or services. Failure to do so will be at Proponent's risk. Upon submission of its proposal, Proponent acknowledges its full understanding of and agreement to the terms of this RFQ, and a misunderstanding will not relieve the Proponent from performance.

**8. Safety Standards:** All of Proponent's activities under the Agreement shall comply with the applicable requirements of the Occupational Safety and Health Act and any standards thereunder. The Proponent must adhere to the applicable environmental protection guidelines for the entire duration of the work. If hazardous waste materials are used, detected or generated at any time, the City must be immediately notified of each and every occurrence. The Proponent shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities including OSHA, EPA, DERM, Miami-Dade County, Florida Building Code which bear on the performance of the work.

The Proponent shall take the responsibility to ensure that all work is performed with the adequate safeguards, including but not limited to, proper safe rigging, safety nets, fencing, scaffolding barricades and ladders, that are necessary for the protection of its employees, as well as the public and City employees. All riggings, scaffolding and ladders must be OSHA approved. If an emergency condition should develop during the work, the Proponent must immediately notify the City of each and every occurrence.

**9. Awards:** As the best interest of the City may require, the City reserves its right to make award(s), or reject any and all Qualifications, or waive any minor informality or technicality in Qualifications received.

**10. Information And Descriptive Literature:** Proponents must furnish all information requested in the spaces provided on the Proposal form. Each Proponent may submit with his proposal, descriptive literature and/or complete specifications covering the Proponent's facilities and equipment.

**11. Interpretations:** Any questions concerning conditions and specifications shall be directed to the City, as provided in the Solicitation. Inquiries must reference the date of Proposal opening and title. Failure to comply with this condition will result in Proponent waiving his right to dispute the Proposal specifications.

**12. Price Adjustments:** Any price decrease effectuated during the contract period either by reason of market change or on the part of the Proponent to other customers shall be passed on to the City of Hialeah.

**13. Advertising:** In submitting a proposal, Proponent agrees not to use the results therefrom as a part of any commercial advertising.

**14. Liability:** The Proponent shall hold and save the City of Hialeah, its officers, agents, and employees harmless from liability of any kind in the performance of the Agreement.

**15. Equal Employment Opportunity:** The City of Hialeah endorses Equal Employment and incorporates the non-discrimination clause in this Request for Qualifications.

**16. Specification Silence:** Apparent silence on the specifications as to any details, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning only the best commercial practices will prevail and that only materials and workmanship of first quality are to be provided. All interpretations of the Specifications shall be made upon this statement.

**NOTE: THIS PROPOSAL CONSTITUTES AN OFFER FROM THE PROPONENT. IF ANY OR ALL PARTS OF THE PROPOSAL ARE ACCEPTED BY THE CITY OF HIALEAH, AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL AFFIX HIS/HER SIGNATURE TO THE AGREEMENT, WHICH SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE PARTIES. THE CITY HEREBY RELIES UPON ANY REPRESENTATIONS BY THE PROPONENT AS ARE CONTAINED HEREIN.**

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped  
commissioned name of notary public)

**Form A-6**  
**Purchasing Division**  
**City Of Hialeah Disclosure Affidavit**

I \_\_\_\_\_ being first duly sworn, state:

The full legal name and business address\* of the Person or entity contracting or transacting business with the City of Hialeah are:

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Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

If the contract or business transaction is with a corporation, the full legal name and business address\* shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the full legal name and business address\* shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address\* shall be provided for each trustee and each beneficiary. All such names and addresses are:

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The full legal names and business addresses\* of every other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interests (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City of Hialeah are:

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**Proponent's Tax ID Number (F.E.I.N) or Social Security Number: \_\_\_\_\_**

Form A-6-continued  
Purchasing Division  
City Of Hialeah Disclosure Affidavit

**PROOF OF CORPORATE STATUS**

Please provide proof of status. Each Proponent must demonstrate it is an active corporation in good standing in the State of Florida or any other State. If incorporated in a State other than Florida, then please provide proof that the corporation is registered to do business in the State of Florida in addition to proof of active corporate status. If incorporated in Florida, a computer print-out from the Department of State will be sufficient proof of corporate status. **Proof of good standing also is required for all entities, partnerships, limited partnerships, joint-ventures, etc.**

\_\_\_\_\_  
LEGAL SIGNATURE OF AFFIANT

\_\_\_\_\_  
(Print or Type Legal Name of Affiant)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public - State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Print/Type and Stamp commissioned name of Notary Public

**NOTARY SEAL**

Personally known \_\_\_\_ or Produced Identification \_\_\_\_

Type of Identification Produced \_\_\_\_\_

**\*\*Post office box addresses are not acceptable.**

**Form A-7**  
**Assignment Of Antitrust Claims**

For, and in recognition of, good and valuable consideration, receipt of which is hereby acknowledged,

\_\_\_\_\_  
Company Name Acting herein by and through

\_\_\_\_\_  
Individual Name

\_\_\_\_\_  
and duly authorized agent.

\_\_\_\_\_  
Title of Individual's Position

hereby conveys, sells, assigns and transfers to the City of Hialeah, Florida, all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the City of Hialeah, Florida pursuant to the City's RFQ No. \_\_\_\_\_ for \_\_\_\_\_ THROUGHOUT CITY OFFICES IN HIALEAH and the City's Agreement for \_\_\_\_\_.

\_\_\_\_\_  
Date

Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company



Form A-7 (continued)  
Assignment Of Antitrust Claims

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

Personally known \_\_\_\_\_ OR Produced Identification

OR Produced Identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped)

**Form A-8**  
**Proponent's Qualifications And References**

1. To assist the City of Hialeah in determining whether the Proponent is qualified to do the work set forth in the Proposal and Agreement, the Proponent shall furnish hereunder a list of references who are qualified to judge the Proponent's Qualifications and experience in providing work of a similar nature to that which the Proponent will perform for the City. For each reference, please provide a name, address, phone number, and e-mail address (if available).\_\_

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2. The Proponent shall list its previous experience with similar projects, but shall not list more than ten (10) projects. Each Proponent must disclose whether in any of the projects Proponent was terminated or suspended. Proponent should include a brief explanation as to said termination or suspension, including, without limitation, whether the contract was terminated for convenience or default.

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3. The Proponent shall list the names and addresses of each Person and firm that is a principal in the Proponent.\_\_\_\_\_

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4. The Proponent shall list the names of the Proponent's executives that will give personal attention to the Proponent's work under the Agreement.

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**Form A-8- (CONTINUED)**  
**Proponent's Qualifications And References**

5. Each Proponent shall identify each case in the last six years (i.e., on or after January 1, 2010) where:

- (a) a civil, criminal, administrative, bankruptcy or other similar proceeding was filed against the Proponent, if such proceeding arises from or is related to a dispute concerning the Proponent's rights, remedies or duties under a contract;
- (b) If any contract with the Proponent was terminated; and
- (c) administrative fines, liquidated damages, civil penalties, or other penalties (collectively "penalties") were assessed against or deducted from the Proponent's payments under a contract.

Each Proponent also shall identify each instance in which the Proponent paid more than ten thousand dollars (\$10,000) to settle a dispute concerning the Proponent's performance under contract for ethernet internet connection including local loop services, and if payment occurred on or after January 1, 2010, the Proponent shall identify each such settlement agreement, and the amount paid by the Proponent, unless the settlement agreement explicitly prohibits the disclosure of the agreement's existence.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped  
commissioned name of notary public)

**FORM A-9**  
**PROPONENT'S ACKNOWLEDGEMENT OF ADDENDUM**

Proponent hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this solicitation. The Proponent acknowledges that it is solely responsible for ensuring that it is aware of, and in receipt of, all addenda.

<b>ADDENDUM NUMBER</b>	<b>DATE RECEIVED</b>	<b>PRINT NAME OF PROPONENT'S AGENT</b>	<b>TITLE OF PROPONENT'S AGENT</b>	<b>SIGNATURE OF PROPONENT'S AGENT</b>

**FORM A-9 (CONTINUED)**  
**PROPONENT'S ACKNOWLEDGEMENT OF ADDENDUM**

\_\_\_\_\_  
(Proponent's Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped  
commissioned name of notary public)

**Form A-10**  
**Proponent's Subcontractors**

Identify below if the Proponent will use any subcontractors, provide: (a) the name, address, and telephone number of each subcontractor; (b) the name and telephone number of the subcontractor's contact person; (c) the scope and percentage of work the contractor will assign to each subcontractor; (d) a clear description of the work that will be performed by each subcontractor; (e) a description of the subcontractor's Qualifications to perform the City's work; and (f) the names of the employees assigned to the work and their Qualifications.

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\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped  
commissioned name of notary public)

**Form A-11**  
**Proponent's Statement Of Organization**

1. Full Name of Proponent's Business:

\_\_\_\_\_

2. Proponent's Principal Business Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Name, phone number, and e-mail address of Proponent's representative:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Form of Proponent's Business (e.g., Corporation, Partnership, Joint Venture, Other):

\_\_\_\_\_

5. If Proponent is a partnership, please indicate the following:

(a) Date of organization: \_\_\_\_\_

(b) General or Limited Partnership \_\_\_\_\_

(c) If a Limited Partnership, identify the general partners: \_\_\_\_\_

\_\_\_\_\_

(d) Provide the name and address of each partner:

Name	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. If Proponent is a corporation, identify the state where the it was incorporated and

the date of incorporation: \_\_\_\_\_

**Form A-11 (CONTINUED)**  
**Proponent's Statement Of Organization**

7. If the Proponent is a foreign corporation, please identify:

(a) The date of registration with the Florida Secretary of State

\_\_\_\_\_

(b) The name of the Proponent's Registered Agent

\_\_\_\_\_

(c) The address of the Proponent's Registered Agent

\_\_\_\_\_

8. If the Proponent is a corporation, provide the names and addresses of the Proponent's President, Vice President, and Treasurer. If the Proponent is a limited liability company, provide the name(s) and address (es) of the manager or managing members.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. If the Proponent is a Joint Venture, identify the date of the joint venture agreement:

\_\_\_\_\_

10. Provide the Proponent's Federal Employer Identification Number:

\_\_\_\_\_

11. How many years has the Proponent been in business under its present name? \_\_\_\_\_  
years.



**Form A-11 (CONTINUED)**  
**Proponent's Statement Of Organization**

12. If the Proponent is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

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13. If the Proponent is a limited liability company, provide the name(s) and address (es) of the manager or managing members.

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14. If the Proponent is a Joint Venture, identify the date of the joint venture agreement:

---

15. Provide the Proponent's Federal Employer Identification Number:

---

16. How many years has the Proponent been in business under its present name?

\_\_\_\_\_ years

17. If the Proponent is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

---

**Form A-11**(CONTINUED)  
**Proponent's Statement Of Organization**

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped

commissioned name of notary public)

**Form A-12**  
**Staffing**

1. Provide an organizational chart for the professional or management level staff positions that will be used by the Proponent to provide services for the City.
2. With regard to the staff positions identified in response to No. 1, above, please provide a narrative description of the duties and responsibilities of each staff position and the Qualifications required for each position.
3. Proponents must provide a District Manager and a Field Supervisor (or employees with comparable titles and responsibilities) who will be accessible to the City at all times. Identify the people that will serve in these positions.
4. With regard to the individuals identified by the Proponent in response to Nos. 1-3, above, please indicate whether any of these individuals will be used to service any contract for other cities or communities while working under the City's Agreement.
5. For each member of the professional or management staff that will be responsible for providing services to the City, please provide a resume indicating the individual's areas of expertise and experience. Resumes must include the following information; however, additional information also may be provided by the Proponent.

A. Name & Title

B. Assignment on City's Project

C. Years of Experience with:

The Proponent's Company

Other Similar Companies

**Form A-12-(CONTINUED)**

**Staffing**

D. Education:

Degree(s)

Year/Specialization

E. Summary of Professional Training and Experience

F. Other Relevant Experience and Qualifications

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

Personally known \_\_\_\_\_

OR Produced Identification \_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped  
commissioned name of notary public)

**Form A-13**  
**Drug-Free Workplace**

The undersigned Proponent, in-compliance – hereby certifies that

---

*(Name of Business)*

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Form A-13-(CONTINUED)**  
**Drug-Free Workplace**

As the person authorized to sign this statement, I hereby certify that the Proponent has established a drug-free workplace program.

Name of Proponent: \_\_\_\_\_

Signature of Proponent's Agent \_\_\_\_\_

Printed Name of Proponent's Agent \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
201\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped  
commissioned name of notary public)

**Form A-14**  
**Certification to Accuracy of Proposal**

The undersigned individual, being duly sworn, hereby deposes and says:

1. I, \_\_\_\_\_ [insert name of Proponent's officer], am duly authorized to execute and submit this Bid on behalf of the Proponent, \_\_\_\_\_ [insert name of Proponent].
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the forms, affidavits, and documents submitted in support of such Proposal.
  - a. All of the information contained in the forms, affidavits and documents submitted in support of this Bid is true and accurate;
  - b. No information that should have been included in such forms, affidavits and documents has been omitted; and
  - c. No information in such forms, affidavits or documents is false or misleading.
3. By signing and submitting this Proposal in response to the City's RFQ (RFQ NO.: \_\_\_\_\_), the Proponent acknowledges and agrees that:
  - a. the Proponent has carefully read this RFQ;
  - b. the Proponent has become fully informed about the local conditions, including the nature and extent of the work to be performed, and has examined and evaluated all relevant issues;
  - c. the Proponent understands and accepts the conditions, limitations, and obligations imposed on it by this RFQ;
  - d. the Proponent's Proposal is not contingent upon any conditions, limitations, or changes to this RFQ;
  - e. the Proponent's Proposal is a binding offer that will remain in effect and be available to the City for one hundred eighty (180) days after the submittal of this Proposal;
  - f. if selected by the City, the Proponent shall execute the Agreement and provide the required insurance certificates within fifteen (15) days of receiving the City's written notice of award;
  - g. if selected by the City, the Proponent will provide all of the services required under the Agreement, in compliance with the terms and conditions contained in the Agreement, at the Rates set forth on the Proponent's cost forms, which are attached to this Bid; and
  - h. the Proponent has sought and received the assistance of legal counsel, as necessary, before submitting this Proposal in response to the City's RFQ.

**Form A-14 (CONTINUED)**  
**Certification to Accuracy of Proposal**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

Name of Proponent

Signature of President/Partner/Owner/Manager

Printed Name of President/Partner/Owner/Manager and Title

Signature of Secretary

Printed Name of Secretary

The Proponent is a Partnership: \_\_\_\_\_; Corporation: \_\_\_\_\_; Limited Liability Corporation \_\_\_\_\_; or other business entity \_\_\_\_\_; and is authorized to do business in the State of Florida.

Witness my hand and official notary seal/stamp on \_\_\_\_\_ the day and year written above.

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments,  
personally appeared \_\_\_\_\_ (name) as  
(title), of \_\_\_\_\_



**Form A-14**(CONTINUED)  
**Certification to Accuracy of Proposal**

\_\_\_\_\_ (Proponent), an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing document as the proper official of \_\_\_\_\_ (Proponent) for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**Signature Instructions:**

All signatures must be in **BLUE** ink.

If the Proponent is a CORPORATION, the name of the corporation must be listed, in full, and both the President and Secretary must sign the form, OR if one signature is permitted by the corporation's by-laws, a copy of the by-laws must be furnished to the City as part of the Bid.

If the Proponent is a LIMITED LIABILITY CORPORATION, the name of the limited liability corporation must be listed in full, and the Manager or Managing Members must sign the form.

If the Proponent is a PARTNERSHIP, the full name of each partner should be listed, followed by the name that the Proponent is doing business as. Any partner may sign the form.

**Form A-14**(CONTINUED)  
**Certification to Accuracy of Proposal**

If the Proponent is operating as any other type of business entity, the name(s) of the Proponent's authorized representative(s) must be listed and the authorized representative(s) must sign the form. A copy of the appropriate documents evidencing legal binding authority to sign on behalf of the Proponent must be furnished to the City as part of the Proposal.

END OF SECTION 4.

## SECTION 5.0 GUIDELINES AND GENERAL INFORMATION

**5.1    City Overview:** Hialeah, Florida (pop.237, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 23 square miles. As the fifth largest city in the State of Florida, Hialeah is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1925.

The City currently has 1300+ employees and provides a wide range of governmental services including public safety/police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

**5.2    Invitation:** This Request for QUALIFICATIONS is extended to any Person, company, and organization that can satisfy the requirement(s) specified herein. The requirements presented in this Request for QUALIFICATIONS represent the City's anticipated needs.

**5.3    Public Entity Crime/ Discriminatory Vendor List:** The *Public Entity Crime Affidavit Form, (Form "A-1")* attached to this Request for QUALIFICATIONS, includes documentation that shall be executed by an individual authorized to bind the Proponent. Any Proponent, or any of its suppliers, or consultants who shall provide goods and services which are intended to benefit the City, shall not be a convicted vendor or included on the discriminatory vendor list. If the Proponent or any affiliate of the Proponent has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Proponent further understands and accepts that any contract issued as a result of this Request for QUALIFICATIONS shall be either voidable or subject to immediate termination by the City in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Proponent for any goods, services or materials furnished.

**5.4    Lobbying:** All Proponents, their agents and proposed sub-consultants, are hereby placed on notice that neither the City Council Members, any evaluation committee members, employees of the City nor employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Request for Qualifications. Proponents, their agents

and proposed sub-consultants are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Request for Qualifications (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Proponent, its agents and potential sub-consultants who violate these guidelines will not be considered for review. The Purchasing Director (identified on the cover page of this Request for Qualifications) shall be the only point of contact for questions and/or clarifications concerning the Request for Qualifications, the selection process and the negotiation and award procedures.

**5.5 Suspension Of Contractors For Material Breach Of City Contracts:** The City may temporarily or permanently suspend contractors from doing business with the City whenever a contractor materially breaches its contract with the City. Any Proposal submitted by a Proponent or subconsultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Proponents or its proposed sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Proponent or its proposed sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Proponent further understands and accepts that any contract issued as a result of this Request for QUALIFICATIONS shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Proponent for any goods, services or materials furnished.

**5.6 Points Of Contact/ Timetable For Inquires:** Proponents shall contact the Purchasing Director, identified on the cover page of this Request for QUALIFICATIONS, for all inquiries related to this RFQ. All Proponents' technical inquires shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page.

**5.7 Oral Representation:** No oral representation made by any City staff or official shall be binding on the City. The contents of this Request for QUALIFICATIONS and any subsequent addenda issued by the City shall govern all aspects of this Request for QUALIFICATIONS.

**5.8 Addenda:** If any revisions to the Request for QUALIFICATIONS become necessary (other than changes to the deadline for Proposal submission), the City will notify all registered Proponents requesting the corresponding document at least three (3) calendar days before the date scheduled for opening the QUALIFICATIONS. The City may revise the deadline for Proposal submission at any time prior to the date and time scheduled for opening the Qualifications. **It is the responsibility of all Proponents to ascertain whether any addenda have been issued before the Request for QUALIFICATIONS deadline by either calling or checking with the City's Purchasing Director.**

**5.9 Cancellation Of The Request For Qualifications:** The City reserves the right to cancel this Request for QUALIFICATIONS and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

**5.10 Development Costs:** Neither the City nor its representatives shall be liable for any expenses incurred by any Person in connection with the preparation, submission or presentation of a Proposal in response to this Request for QUALIFICATIONS. The Proposal and the information in the Proposal shall be provided at no cost to the City.

**5.11 Tax Exempt Status:** The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

**5.12 Proposal Submission And Opening:** All QUALIFICATIONS shall be submitted in sealed envelopes by the deadline indicated on the cover page of this Request for Qualifications. The City assumes no responsibility for Qualifications not properly labelled.

The City will not accept QUALIFICATIONS delivered after the established deadline. If the Proposal is delivered after the established deadline, a Proponent shall be deemed non-responsive to the Request for QUALIFICATIONS requirements.

Receipt of a Proposal by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Request for QUALIFICATIONS. The City will not accept or consider QUALIFICATIONS submitted via facsimile transmission. The public is welcome to attend the Proposal opening.

**5.13 Assignment Of Qualifications:** A Proponent shall not transfer or assign its Proposal to a third party following submission of a Proposal to the City.

**5.14 Withdrawal Of Proposal:** A Proponent may withdraw their submitted Proposal by notifying the City in writing through an authorized representative at any time prior to the submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Proponent. Qualifications, once received, become the property of the City, and will not be returned to Proponents even when they are withdrawn from consideration.

Qualifications, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent contract negotiation.

**5.15 Public Records And Exemptions**

Upon receipt, Qualifications become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proponents shall invoke the exemptions to disclosure provided by law, in the Proposal, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected and stating the reasons why such exclusion from public disclosure is necessary. Pursuant to the Florida Public Records Law, all of the financial information provided to the City, as well as all of the other information submitted will be available for public inspection after the Qualifications are opened, except as

provided in Sections 119.071(1) (b) and 286.0113, Florida Statutes. The Proponent must inform the City whether under F.S. 812.081(1) (c) any of its information is deemed a trade secret and provide its reasoning.

**5.16 Rejection Of Qualifications:** The City reserves the right to reject any and all Qualifications for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the City; (2) if such Proposal is deemed non-responsive; (3) if the Proponent is deemed non-responsive; or (4) if the Proposal contains any material irregularities. Minor irregularities contained in a Proposal may be waived by the City. A minor irregularity is a variation from the Request for Qualifications that does not affect the price of the contract nor does it give a Proponent an advantage or benefit not enjoyed by other Proponents and does not adversely impact the City.

**5.17 Cone Of Silence / Conflict Of Interest And Code Of Ethics:** After the advertisement of this Request for Qualifications, all communications concerning this Solicitation should be directed to the City's Acting Director of the Purchasing Department. Potential Proponents and their agents and employees shall not contact the Mayor, any member of the City Council, or any member of the City staff, except the Acting Director of Purchasing, to discuss this Solicitation. Notwithstanding any other provision of this section, the imposition of a cone of silence on this Request for Qualifications shall not preclude purchasing staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, Proponent, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

This Section 5.17 does not apply to oral communications at pre-Proposal conferences, oral presentations before selection committees, contract negotiations, and public presentations made to the City Council during any duly noticed public meeting. A copy of all written communications must be filed with the City Clerk.

**5.18 Business Entity Registration:** The City of Hialeah requires business entities to complete and file a registration application before doing business with the City. Proponents need not register with the City to present a Proposal; however, the selected Proponent(s) must register prior to award of a contract because the failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 883-5865. It is the responsibility of the business entity to update and renew its application concerning any changes, such as new address, telephone number, etc. during the performance of any agreement obtained as a result of this Request for Qualifications.

**5.19 Sealed Qualifications:** The original copies of the Proposal Forms, as well as any other pertinent documents, must be returned to the City in order for the Proposal to be considered for award. All Qualifications are subject to the conditions specified herein and on the attached Special Conditions, Specifications and Proposal Forms.

The completed Proposal must be submitted in sealed envelopes clearly marked with the Proposal title to the Office of the City Clerk of the City of Hialeah, 3<sup>rd</sup> floor, 501 Palm Avenue, Hialeah, Florida 33010 before 3:00 p.m., local time on the date due.

**5.20 Execution Of Proposal:** The Proposal must contain a manual signature of an authorized representative in the space provided on the Proposal Form. Failure to properly sign the Proposal shall invalidate same and it shall NOT be considered for award. All Qualifications must be completed in pen or be typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be dated and initialed by the person signing the Proposal. Any illegible entries, pencil Qualifications or corrections not initialed will not be tabulated. The original Proposal conditions and specifications CANNOT be changed or altered in any way after being submitted to the City.

**5.21 Payment:** The City of Hialeah complies with Florida Statue 218.70, Florida Prompt Payment Act. Prompt payment is made within forty-five (45) days of date on which proper invoicing is received for goods and services and thirty (30) business days for construction services.

**5.22 Legal Requirements:** Federal, State, County and City laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proponent will in no way be a cause for relief from responsibility.

The individual executing this Proposal on behalf of its entity or Company warrants to the City that the entity or Company is a Florida corporation or entity duly constituted and authorized to do business in the State of Florida, is in good standing and that Company or possess all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to provide the goods or perform the services herein described.

**5.23 Proposal Opening:** QUALIFICATIONS shall be opened and publicly read in the Council Chambers, 3<sup>rd</sup> floor, 501 Palm Avenue, Hialeah, Florida 33010 on the date and at the time specified on this Solicitation.

**5.24 Disputes:** In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the City shall be final and binding on both parties. Any Proposal protest shall be handled pursuant to Section 2-815.1 of the City Code.

**5.25 Patents & Royalties:** The Proponent, without exception, shall indemnify and save harmless the City of Hialeah, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Proponent uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in providing the required goods or services.

**5.26 OSHA:** The Proponent warrants that the product and services supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Proponent responsible for same.

**5.27 Special Conditions:** Any Special Conditions that vary from these General Conditions shall have precedence.

**5.28 Anti-Discrimination:** The Proponent certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**5.29 Insurance/Permit:** Proponents are required to assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Dade County and City of Hialeah building requirements and the South Florida Building Code. The Proponent shall be liable for any damages or loss to the City occasioned by negligence of the Proponent (or agent) or any person the Proponent has designated in the completion of the contract as a result of the Proposal.

**5.30 Proposal Bonds, Performance Bonds, Certificates Of Insurance:** Proposal Bonds, when required, shall be submitted with the Proposal in the amount specified in Special Conditions. After acceptance of Proposal, the City will notify the successful Proponent to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

**5.31 Facilities:** The City reserves the right to inspect the Proponent's facilities at any time with prior notice.

**5.32 Proposal Tabulations:** Proponents desiring a copy of the Proposal tabulation may request same by enclosing a self-addressed stamped envelope with the Proposal.

**5.33 Applicable Law And Venue:** The law of the State of Florida shall govern this RFQ and the contract between the City of Hialeah and the successful Proponent. Any action concerning this RFQ or the Agreement shall be brought exclusively in the state or federal courts in and for Miami-Dade County, Florida.

**5.34 Clarification And Addenda To Proposal Specifications:** If any person contemplating submitting a Proposal under this Request for QUALIFICATIONS is in doubt as to the true meaning of the specifications or other Proposal documents or any part thereof, the Proponent must submit a request for clarification to the City of Hialeah Purchasing Director. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.



Any interpretation of the Proposal, if made, will be made only by Addendum duly issued by the City of Hialeah Purchasing Director. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Qualifications are required. A copy of such Addendum will be emailed to each Proponent receiving the Request for Qualifications. In the event of a conflict with the original Agreement, the Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

#### **5.35 Award Of Contract**

- A. The contract may be awarded to the responsive, responsible Proponent whose Proposal, conforming to the Request for Qualifications, is most advantageous to the City of Hialeah. The best responsive, responsible Proponent will be determined in conjunction with the method of award which is described in the Special Conditions.
- B. The City shall award a contract to a Proponent only through action taken by the City Council. No assurances are binding other than this action.
- C. While the City may determine to award a contract to a Proponent under this Request for Qualifications, said Award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Proponent shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Proponent is in default, the City, through the Purchasing Director, will void its acceptance of the Proponent's offer and may determine to select the second most responsive, responsible Proponent or re-solicit Qualifications. The City may, at its sole option, seek monetary restitution from the defaulting Proponent as a result of damages or excess costs sustained and/or may prohibit the Proponent from submitting future Qualifications reserves the right to exercise the option to renew a term contract of any successful Proponent(s) to a subsequent optional period; provided that such option is stipulated in the contract ultimately awarded in regard to this Proposal.
- D. the City reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with **continual** service and supplies while a new contract is being solicited, evaluated and/or awarded, provided this is expressly made a part of any contract awarded in regard to this Proposal.

**5.36 Assignment:** The Proponent shall not assign, transfer, convey, or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the City.

**5.37 Laws, Permits And Regulations:** The Proponent shall obtain and pay all licenses, permits and inspection fees as may be required by the Agreement and this RFQ. The Proponent shall comply with all laws, ordinances, regulations, building code requirements applicable to the goods or services contemplated herein.

**5.38 Optional Contract Usage:** Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting contract, provided the City, has certified its use to be cost effective and in the best interest of the City.

**5.39 Spot Market Purchases:** It is the intent of the City to purchase the goods or services specifically listed in this Proposal from the selected Proponent. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e. Federal, State or local contracts.

**5.40 Incentives/Disincentives:** The City has EXCLUDED incentive/disincentive for early completion provisions in the contract. Liquidated damages may apply for untimely delivery of goods or services.

**5.41 Non-Collusion:** By submitting this Proposal, Proponent certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Proposal list(s).

**5.42 Florida Public Records Act:** All material submitted regarding this Proposal becomes the property of the City. Qualifications may be reviewed by any Person thirty (30) days after the public opening. Proponents should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any Person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this Proposal and/or any resulting contract from same. Disqualification of a Proponent does not eliminate this right.

**5.43 Standardized Changes:** Contract documents shall be modified, if necessary, to reflect the requirements of 23 CFR 635.109. The changed conditions contract clauses shall be made part of, and incorporated in this project which has been approved under 23 U.S.C. 106.

## END OF SECTION 5

## SECTION 6.0

**PROPONENT SHALL SUBMIT A PROPOSED CONTRACT/AGREEMENT. THE TERMS AND CONDITIONS IN THE BELOW AGREEMENT SHALL BE DEEMED INCORPORATED INTO THE PROPOSED CONTRACT/AGREEMENT AND SHALL SUPERCEDE AND GOVERN OVER ANY TERMS IN THE PROPOSED CONTRACT/AGREEMENT.**

### **ETHERNET INTERNET CONNECTION INCLUDING LOCAL LOOP SERVICES AND MAINTENANCE AGREEMENT**



THIS AGREEMENT, is made and entered into by and between the City of Hialeah, a Florida municipal corporation ("City"), having its principal place of business located at 501 Palm Avenue, Hialeah, Florida 33010, and \_\_\_\_\_ ("Contractor"), having its principal place of business at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**WHEREAS**, the City solicited Qualifications from Proponents that wished to provide the City ethernet internet connection including local loop services to several libraries, pursuant to City of Hialeah Request for Qualifications No. \_\_\_\_\_ (hereafter "RFQ"); and

**WHEREAS**, the City awarded the Proposal to Contractor; and

**WHEREAS**, the Contractor in conformity with the terms of the RFQ, which are incorporated herein by reference, will provide the City with ethernet internet connection including local loop services and all labor, materials, tools, supplies, parts, components and

equipment necessary to provide regular and systematic upgrades, maintenance, repair, and services for each of the libraries specified in Exhibit "A"; and

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations herein contained and for ten dollars and other valuable consideration, and subject to the terms and conditions hereinafter stated, the parties, intending to be legally bound, hereto understand and agree as follows:

## **I. TERM**

This Agreement shall have duration of three (1) year, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_ ("Term"). The City shall have the option to renew this Agreement for two (2) consecutive years at the same price. This option shall be exercised only if the price, and all terms and conditions remain the same and approval is granted by the City or its authorized representative. This Agreement will be in effect during the term indicated above. All services, work and activities as described in Exhibit "A" shall be undertaken, performed and completed within the term provided herein and prior to the expiration of this Agreement. The City reserves the right to extend the commencement date of the services provided.

## **II. SCOPE OF SERVICES**

In consideration of the fee to be paid to Contractor by the City, Contractor shall provide the work and services described in Exhibit "B" hereto ("Services"). The Contractor agrees to undertake, perform and complete all necessary work, functions and activities, including providing all materials, supplies, or labor, that may be necessary or reasonably inferred from this Agreement, at Contractor's sole cost and expense, to provide the contemplated Services, whether or not the work, function, activity, material, supply or labor is specifically identified and required in this Agreement.

## **III. COMPENSATION**

**A.** The City shall pay the Contractor upon Contractor's completion of, and City's acceptance of, the services and/or materials required herein in Section II, Scope of Services, and as set forth in the Cost Proposal submitted by the Contractor in response to the RFQ, which is attached hereto and incorporated herein by reference as Composite Exhibit C. ("Compensation"). The City acknowledges that in the event that the City requires additional services from the Contractor, the parties will negotiate the fee for these additional services and pay the Contractor separately.

**B.** The City shall pay to the Contractor within 45 days from the receipt of the invoice for services rendered. Vendor must agree to invoice USAC directly by filing FCC Form 474 – Service Provider Invoice (SPI) Form to be reimbursed for the discount amount and bill the Library for the non-discount portion of the costs of service only. The City acknowledges that the rate of compensation is not the rate of compensation payable to the individual assigned to perform the specific job by the

Contractor. Contractor acknowledges that it bears the obligation to compensate its employee pursuant to any federal, state, county, or local government laws, rules or regulations. The City shall not be responsible for payment of invoices submitted without the proper documentation or when the work billed for differs from the work actually performed.

C. It is hereby understood that any payment made by the City to the Contractor in accordance with this section shall be made only if the Contractor is not in default under the terms of this Agreement and submitted the invoice with all the required documentation as specified above. If the Contractor is in default, then the City shall in no way be obligated to pay and has the right to withhold or offset any sum owed to the Contractor until the default is cured or the City's claim is settled.

#### **IV. INDEPENDENT CONTRACTORS**

Contractor and its employees, representatives and agents, including the individuals assigned to the City, shall be deemed to be independent contractors, and not agents or employees of the City, and shall not attain any rights or benefits under the civil service or pension laws, rules and regulations of the City, or any rights generally afforded classified or unclassified employees. The Contractor, its employees, representatives and agents shall not be deemed to be entitled to the Florida Workers' Compensation benefits as an employee of City. This Agreement is not intended, nor shall it be construed, to create third party beneficiary rights in any person or entity unless expressly otherwise provided. The Contractor shall have no right, power or authority to (a) enter into an agreement or accept an engagement on behalf of the City; (b) incur any expense or other obligation for which the City would or might be responsible; or (c) bind the City in any promise, statement, representation or commitment unless specifically provided for in this Agreement.

#### **V. NOTICE**

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**CITY OF HIALEAH**

**CONTRACTOR**

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#### **VI. OWNERSHIP OF DOCUMENTS**

A. All documents developed by the Contractor under this Agreement shall be delivered to City by the Contractor upon completion of the services required pursuant to Section II hereof and shall become the property of City, without restriction or limitation of its use. The Contractor agrees that all documents maintained and generated hereto shall be subject to the applicable provisions of the Public Records Law, Chapter 119, Florida Statutes.

### **Public Records**

The CONTRACTOR shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the CONTRACTOR and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the CONTRACTOR shall:

- (a) Keep and maintain public records required by the CITY to perform the services provided hereunder.
- (b) Upon request from the CITY's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in the possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

If the CONTRACTOR fails to comply with the requirements in this Section VI, the CITY may enforce these provisions in accordance with the terms of this Agreement. If the CONTRACTOR fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, BY TELEPHONE (305/883-5820), E-MAIL ([CITYCLERK@HIALEAHFL.GOV](mailto:CITYCLERK@HIALEAHFL.GOV)), OR MAIL (CITY OF HIALEAH, OFFICE OF THE CITY CLERK, 501 PALM AVENUE, 3<sup>RD</sup> FLOOR, HIALEAH, FLORIDA 33010).**

B. It is further understood by and between the parties that any information, writings, tapes, maps, contract documents, reports or any other matter whatsoever which is given by the City to the Contractor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Contractor for any other purposes whatsoever without the written consent of the City.

#### **VII. NONDELEGABLE PERFORMANCE**

The Contractor acknowledges that in entering upon this Agreement, the City has relied upon the Contractor's professional background and experience, including any prior experience in providing these or other similar services to the City. As such, the duties and obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any person or entity, in whole or in part, unless the City first consent in writing to the performance or assignment of such service or any part thereof by another person or entity.

#### **VIII. CONSTRUCTION OF AGREEMENT**

This Agreement, its interpretation and performance, the relationship between the Parties and any dispute arising from or relating to any of the foregoing, shall be governed, construed, interpreted, and regulated under the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. The Contractor agrees to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

#### **IX. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

#### **X. SOVEREIGN IMMUNITY**

Nothing in this Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes.

#### **XI. INDEMNIFICATION**

Contractor, for ten (\$10.00) and other good and valuable consideration, for itself, its successors, assigns, executors, administrators, and anyone else who might attempt to sue on its behalf, hereby waives, releases, holds harmless, indemnifies, covenants not to sue, agrees to defend, and forever discharges the City of Hialeah, its officers, elected or appointed, directors, employees, agents, attorneys, contractors and all other persons, entities, organizations and corporations affiliated therewith (all of whom constitute the "Released Parties") from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind (collectively "Claims"), arising out of, resulting from, or relating to the Services or Contractor's exercise of any right or discharge of any obligation pursuant to the terms of this Agreement, due to Contractor's negligence or omissions, and against a claim, suit, cause of action, injury, damage, loss, liability, cost, expense, judgment, order, or decree was caused by, arose or resulted from or was caused by, arose or resulted from a condition, (regardless of whether such condition was known or unknown, open, obvious, foreseeable or unforeseeable, hidden or not). This Section shall survive the termination of this Agreement.

Contractor covenants and agrees that it will, at its own expense, defend any and all Claims against the Released Parties, which may be brought in connection or as a result of Contractor's performance of the Services pursuant to this Agreement. Contractor will satisfy, pay and discharge any and all settlement agreements, judgments, orders or decrees that may be entered against the Released Parties in any such action or proceeding.

Contractor agrees, at Contractor's expense, after written notice from the City, to defend any action against the City that falls within the scope of an indemnity provided in this Section, or the City, at the City's option, may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Contractor.

The parties agree that the provisions of this Section do not benefit any third party, and are not intended to benefit any person or entity that is not a party to this Agreement. Instead, the provisions of this Section are solely for the City's benefit.

## **XII. LIMITATION OF LIABILITY**

A. The City's total liability to the Contractor for any and all liabilities, claims, or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not in the aggregate, exceed the amount owed to the Contractor by the City under this Agreement for the actual work performed.

B. In no event shall the City be liable to the Contractor for any punitive, exemplary, special, indirect, incidental, or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption of data) arising out of or relating to this Agreement, regardless of the legal theory under



which such damages are sought, and even of the parties have been advised of the possibility of such damages or loss.

### **XIII. CONFLICT OF INTEREST**

A. The Contractor covenants that no person under her employ who presently exercises any functions or responsibilities for or on behalf of the City in connection with this Agreement has any personal financial interests, direct or indirect, with the Contractor. The Contractor further covenants that, in the performance of the Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of the Contractor or her employees must be disclosed in writing to the City.

B. The Contractor is aware of the conflict of interest laws of the City, Hialeah Code Ch. 26, Art. I and II; Code of Miami-Dade County, Florida, § 2-11.1 et seq., and the State of Florida, Chapter 112, Part III, Florida Statutes and agree that it shall fully comply in all respects with the terms of such laws.

### **XIV. INSURANCE**

A. Contractor shall provide, pay for and maintain in force at all times during the term of this Agreement, such insurance, including Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance, Business Automobile Liability Insurance, in such amounts specified in Exhibit "C".

B. Such policy or policies shall be issued by the United States Treasury-approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. Contractor shall specifically protect the City by naming the City as additional insured under the Comprehensive General Liability Insurance Policy and shall not include an exception or exclude claims for assault and/or battery.

C. Contractor shall provide the City with a Certificate of Insurance and copies of all insurance policies required by this section. All endorsements and certificates shall state that the City shall be given 30 days' notice prior to expiration or cancellation of the policy.

### **XV. DEFAULT AND TERMINATION**

A. **Termination without Cause:** The City retains the right to terminate this Agreement without cause upon 30 days written notice prior to the completion of the services required under Section I hereof without penalty to the City. In that event, notice of termination of this Agreement shall be in writing to the Contractor who shall be paid for those services performed or materials/parts accepted by the City prior to the date of its receipt of the notice of termination. In no case, however, will City pay the Contractor an amount in excess of the total sum provided by this Agreement.

**B. Termination for Cause:** The City may terminate this Agreement for cause, which shall include but not be limited to the following:

- a. Contractor's failure to comply and/or perform in accordance with this Agreement; or
- b. Contractor's performance of this Agreement, for any reason, is rendered impossible or not feasible; or
- c. Contractor's filing of a voluntary petition in bankruptcy or reorganization, or making any assignment for the benefit of creditors, or seeking any similar relief under any present or future statute, law or regulations relating to relief of debtors; or
- d. Contractor is adjudicated bankrupt or has any involuntary petition in bankruptcy filed against it;
- e. If Contractor causes or commits one or more of the foregoing acts or events that would give rise to termination for cause, then, after fifteen (15) days written notice provided to Contractor by the City within which to cease and/or correct such deficiencies, and upon Contractor's failure to do so after such written notice, subject to paragraph C below, the Agreement is hereby revoked and canceled without the need for other or further action by City.

**C. Default and Notice to Cure:** Before the City terminates this Agreement under this Section C; it shall give written notice to the Contractor that a default exists which will, unless corrected, constitute an event of default. The notice shall inform the Contractor that this Agreement shall be terminated unless the default is cured within fifteen (15) calendar days following the Contractor's receipt of the notice. If a cure cannot reasonably be effected within fifteen (15) days despite the exercise of due diligence, the Contractor may request an extension of the cure period in writing delivered to the City providing a detailed explanation why the cure cannot be completed within fifteen (15) days. The request shall be delivered prior to the expiration of the cure period. If the Contractor's request is reasonable, as determined by the City's representative or his/her designee, the time to cure the default shall be extended for such additional time as is reasonably necessary to affect a cure, provided that the Contractor exercises continuous diligent efforts to cure the default during the extended cure period. If the Contractor fails to cure the default within the cure period, or fails to exercise continuous diligent efforts to cure the default, the City may terminate this Agreement. The termination shall take effect as of the date specified in a written notice of default provided by the City to the Contractor. Upon termination, the City may cure the default at the expense of the Contractor, and have recourse to every other right and remedy to which the City is entitled under this Agreement, at law, or in equity.

**D. Effect of Termination:** It is hereby understood that any payment made to the Contractor in accordance with this section shall be made only if the Contractor is not in default

under the terms of this Agreement. If the Contractor is in default, then the City shall in no way be obligated to pay and shall not pay the Contractor any sum.

## **XVI. GENERAL PROVISIONS**

**A. No discrimination.** Contractor agrees that it shall not discriminate as to religion, race, sex, color, creed, national origin, age or disability, in connection with its performance under this Agreement. Contractor represents and warrants to City that Contractor does not and will not engage in unlawful discriminatory practices and that there shall be no unlawful discrimination in connection with Contractor's performance under this Agreement on account of race, color, sex, religion, age, handicap, disability, marital status, national origin, ancestry, familial status, or sexual orientation. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, national origin, ancestry, familial status, or sexual orientation unlawfully be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

**B. Compliance with federal, state and local laws.** Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, including the City, relating to labor and employment, including but not limited to hour and wage requirements, screening and interviewing.

**C. Entire Agreement.** The parties agree that this Agreement constitutes their entire and final understanding and agreement with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations concerning all matters directly, indirectly or collaterally related to the subject matter of this Agreement.

**D. Choice of Law.** This Agreement shall be construed and enforced according to the laws of the State of Florida. The Contractor agrees to be subject to the jurisdiction (subject matter and in personam) of the courts of Miami-Dade County, Florida. Venue for any litigation arising out of or in connection with this Agreement shall be in Miami-Dade County, Florida.

**E. Severability.** Should any provision contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision shall be severed and the remaining terms and provisions of this Agreement shall remain in full force and effect.

**F. Assignment.** The Contractor covenants and agrees not to assign, transfer or otherwise convey or delegate any of its rights or duties under this Agreement without the prior written consent of the City.

**G. Award of Agreement.** The Contractor warrants that it has not employed or retained any person employed by the City to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

**H. Successors and Assigns.** This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

**I. Waiver.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof; and no waiver shall be effective unless made in writing.

**J. Additional remedies.** The City reserves the right to seek any other remedy as provided by law upon the Contractor's breach of the terms of this Agreement.

**K. Amendments.** This Agreement cannot be amended or modified except in writing executed by all parties hereto.

**L. Captions.** Captions, title and paragraph headings are for convenient reference and are not a part of this Agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Agreement.

**M. Conflict.** In the event of conflict between the terms of this Agreement and any terms or conditions in any attached document; the terms in this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

Attest:

Approved on behalf of City of Hialeah

\_\_\_\_\_  
Marbelys Fatjo, City Clerk

\_\_\_\_\_  
Mayor Carlos Hernandez

(SEAL)

\_\_\_\_\_  
Date

Approved as to legal sufficiency and form:

\_\_\_\_\_  
Lorena E. Bravo, City Attorney  
Authorized signature for \_\_\_\_\_

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witnesses:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name \_\_\_\_\_  
Date: \_\_\_\_\_

Name \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit "A"**  
**LIBRARIES**

**Exhibit "B"**  
**WORK AND SERVICES**

**Exhibit "C"**  
**COST PROPOSAL**

